

CITY COUNCIL  
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Toni Striblin, Post 5

# City of Hogansville



Open, City Manager  
Lisa Kelly, City Clerk  
Jeff Todd, City Attorney

400 E Main St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** May 4, 2020

**SUBMITTED BY:** Lisa Kelly

**AGENDA TITLE:** Water System Improvements – Environmental Impact Document (EID)

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |   |                                     |   |   |
|---|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. _____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. _____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

Falcon Design has submitted an application to GEFA for water system improvements to improve pressure and create a backbone water main. This will alleviate the pressure reductions created by the draw of water to the interstate area and stabilize the system overall. GEFA plans to hear this item at their August board meeting but is requiring the EID prior to submittal to the board. This initial step now will prevent the City from requirements to produce a full environmental impact study later at a cost much greater. Adam Price with Falcon Design will be in attendance to give details.

**BACKGROUND** (Includes description, background, and justification)

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

Report preparations will cost \$12k and can be funded initially through SPLOST but will be a reimbursable expense.

**STAFF RECOMMENDATION** (Include possible options for consideration)

Staff recommends approval for funding the EID in order to continue with application through GEFA.



\*ENGINEERING \* LAND PLANNING \* SURVEYING \*  
\*CONSTRUCTION MANAGEMENT \* LANDSCAPE ARCHITECTURE\*  
WWW.FDC-LLC.COM

April 30, 2020

Ms. Lisa Kelly  
City of Hogansville  
400 East Main Street  
Hogansville, GA 30230

RE: Water System Improvements – Environmental Impact Document Proposal  
City of Hogansville, GA

Dear Ms. Kelly:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced site. The following is our proposed scope of services.

#### **Proposed Scope & Fees**

**1. Water System Improvements – Environmental Impact Document (EID): \$12,000.00**

The City of Hoganville is pursuing water system improvements that include replacement of water main distribution piping and installation of a water storage tank and booster pump station.

Falcon Design Consultants (FDC) is partnering with GWES and will prepare the EID in accordance with GEFA and GA EPD guidance documents for the subject water infrastructure projects. The Preliminary Engineering Report provided by FDC for these projects will be used as the background and basis of the EID. We will deliver a draft electronic copy of the EID to the City for review and comment. Upon receipt of review comments, we will finalize the EID and submit in electronic format (pdf) for the City's signature, seal, and submission to GEFA.

- Includes all required .dwg file mapping.
- Includes replacement of water main distribution piping and installation of a water storage tank and booster pump station.
- Includes all coordination with the City of Hoganville and regulatory authorities and the public notice advertisement and efforts associated with a public hearing.

#### **Reimbursable Expenses**

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

#### **Additional Services**

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

*All work will be performed in accordance with the Contract Conditions.*

**Contract Conditions**

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated at extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,  
Falcon Design Consultants, LLC



Adam L. Price, P.E.  
Managing Partner



John Palmer  
President

Accepted and Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date