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**To:** Honorable Mayor Baliles and Members of the City Council

**From:** Danny Roberts, City Manager

**Date:** June 13, 2024

**Subject:** 211 Covington St Retention Pond

**RECOMMENDATION:**

Staff recommends the City Council approve the Covington Street Stormwater Management Facility design proposal from Precision Planning Inc. dated May 15, 2024.

**FISCAL IMPLICATION:**

NTE for this project is \$46,819.5 (5% contingency). Funding source American Rescue Plan Act (ARPA) 371-4320-541400 and 371-6500-541300. Cost share with the Library project based on the engineer's calculated hydrology report.

**BACKGROUND:**

Mayor and Council approved the purchase of 211 Covington street property on May 9, 2024, for the purpose of a Stormwater Management Facility. This site to serve as stormwater management facility for the future site of O'Kelly Memorial Library and new town green. Tract is approximately 3.57-acres.



May 15, 2024

City of Loganville  
Mr. Danny Roberts, City Manager  
P.O. Box 39  
Loganville, GA 30052

**Re: Covington Street Stormwater Management Facility**

Danny:

The City of Loganville plans to acquire the existing 0.57 acre tract located at 211 Covington Street (LG050046). This tract combined with the adjacent City owned property (LG050047) will be utilized to construct a new stormwater management facility to accommodate construction of the new Loganville Library, expanded Loganville Town Green, and provide improved stormwater management and water quality protection for the downtown area. Precision Planning, Inc. (PPI) will complete field survey, engineering design, bid and construction phase services for the City of Loganville (*Client*) in accordance with the following:

**FIELD SURVEY AND ENGINEERING DESIGN:**

Based on the previously developed concept plan, PPI will provide engineering design services for a new 75,000+ CF stormwater management facility, outlet control structure, retaining walls, discharge piping, and storm sewer replacement along Covington Street from Lucy Street to the site. Based on our experience with similar projects, we propose the following scope of services and fee schedule:

- A. PPI will conduct a field topographic survey of the project limits; and locate all visible features, property corners and marked utilities. The City of Loganville will locate all existing utilities along Covington Street and Bobby Boss Drive.
- B. We anticipate additional plat research efforts to verify property boundaries, given the age of existing homes in the area.
- C. PPI will prepare construction drawings for the proposed stormwater management facility, retaining wall, outlet control structure, discharge piping under Bobby Boss Drive, and an upgrade of existing storm sewer piping along Covington Street from Lucy Street to the site.
- D. PPI will provide an allowance for geotechnical services that may be required for wall design.
- E. PPI will prepare easement exhibits and agreements for acquisition purposes. Easement acquisition will be conducted by the City. PPI can provide additional services to assist with property acquisition, if desired, based on our standard hourly rates, including metes and bounds easement plats if requested by the City.
- F. PPI will provide Bid Phase Support Services including distribution of plans and contract documents, responding to Contractor RFI's, attend the project bid opening, prepare a complete bid tabulation, and issue a project recommendation of award for consideration by the City Council.
- G. PPI will also provide construction phase support services on an hourly basis, as requested by the City of Loganville.

**EXCLUSIONS**

The following items are not included within this scope of services:

- 1. Easement acquisition.
- 2. Location of public or private utilities.
- 3. Construction phase support service shall be provided on an hourly, additional services basis, as requested by the City.


Initials: \_\_\_\_\_

**PROPOSED FEE AND SCHEDULE**

PPI proposes to complete the scope of services outlined for Covington Street Drainage Improvements for the Lump Sum Fee of \$40,000.00 and if requested by Client Construction Phase Support Services for the fee hourly, not to exceed \$4,590.00. A breakdown of the fee and schedule by task is presented below:

Project Task	Fee	Schedule
Field Location and Topographic Survey	\$5,100.00	4 Weeks
Construction Drawings	\$21,240.00	6 Weeks
Easement Plats for Acquisition Purposes	\$2,120.00	2 Weeks
Geotechnical Allowance	\$7,500.00	
Bid Phase Administration	\$3,700.00	---
Reimbursable Expenses:	\$340.00	---
<b>TOTAL LUMP SUM FEE:</b>	<b>\$40,000.00</b>	<b>12 Weeks</b>
Construction Phase Support Services (if requested by Client)	Hourly, Not to Exceed <b>\$4,590.00</b>	---

If you find the proposed scope of services, terms and fee acceptable; please sign in the space provided, initial each page, and return one fully executed copy for our files. Thanks for the opportunity to serve the City of Social Circle.

Sincerely,  
  
 Jimmy Parker, P.E.  
 Executive Vice President

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Attachment: Standard Hourly Rates  
 Standard General Conditions

Authorization given this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_

Title: \_\_\_\_\_

**2023 CIVIL STANDARD HOURLY RATE SCHEDULE**

Senior Principal Engineer .....	\$200.00/Hour
Principal Engineer .....	\$185.00/Hour
Senior Project Manager .....	\$165.00/Hour
Project Manager.....	\$140.00/Hour
Project Engineer III .....	\$125.00/Hour
Project Engineer II .....	\$110.00/Hour
Project Engineer I.....	\$95.00/Hour
Senior Landscape Architect.....	\$150.00/Hour
Landscape Architect .....	\$90.00/Hour
Senior Project Architect .....	\$150.00/Hour
Project Architect .....	\$125.00/Hour
Principal Planner .....	\$125.00/Hour
Senior Engineering Technician .....	\$95.00/Hour
Engineering Technician .....	\$80.00/Hour
CADD Designer .....	\$60.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant .....	\$80.00/Hour
Project Assistant.....	\$60.00/Hour
Construction Observer .....	\$100.00/Hour
Registered Land Surveyor (RLS) .....	\$150.00/Hour
Survey Manager .....	\$125.00/Hour
Survey Coordinator .....	\$110.00/Hour
Survey Technician .....	\$90.00/Hour
Surveying Crew.....	\$175.00/Hour
Senior Electrical Engineer .....	\$150.00/Hour

## STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.