

where people matter

City of Loganville

Public Utilities
Brandon Phillips
Director

P.O. Box 39
Loganville, GA 30052

Tel: 770-466-3240

Staff Report
Department of Public Utilities

To: Honorable Mayor Baliles and Members of the City Council

Through: Danny Roberts, City Manager

From: Brandon Phillips, Director of Utilities

Date: November 14, 2024

Subject: Emergency Park Place Detention Pond Repair

RECOMMENDATION:

Staff recommends that the City Council approve emergency repair on Park Place detention pond.

FISCAL IMPLICATION:

Staff is requesting emergency repairs to the detention pond due to erosion and faulty outlet structure. We received four estimates for this project and are recommending North Creek perform the maintenance required to get the pond in compliance. The total costs for the project and engineering are \$171,475.00. Line item 505-4320-52205.

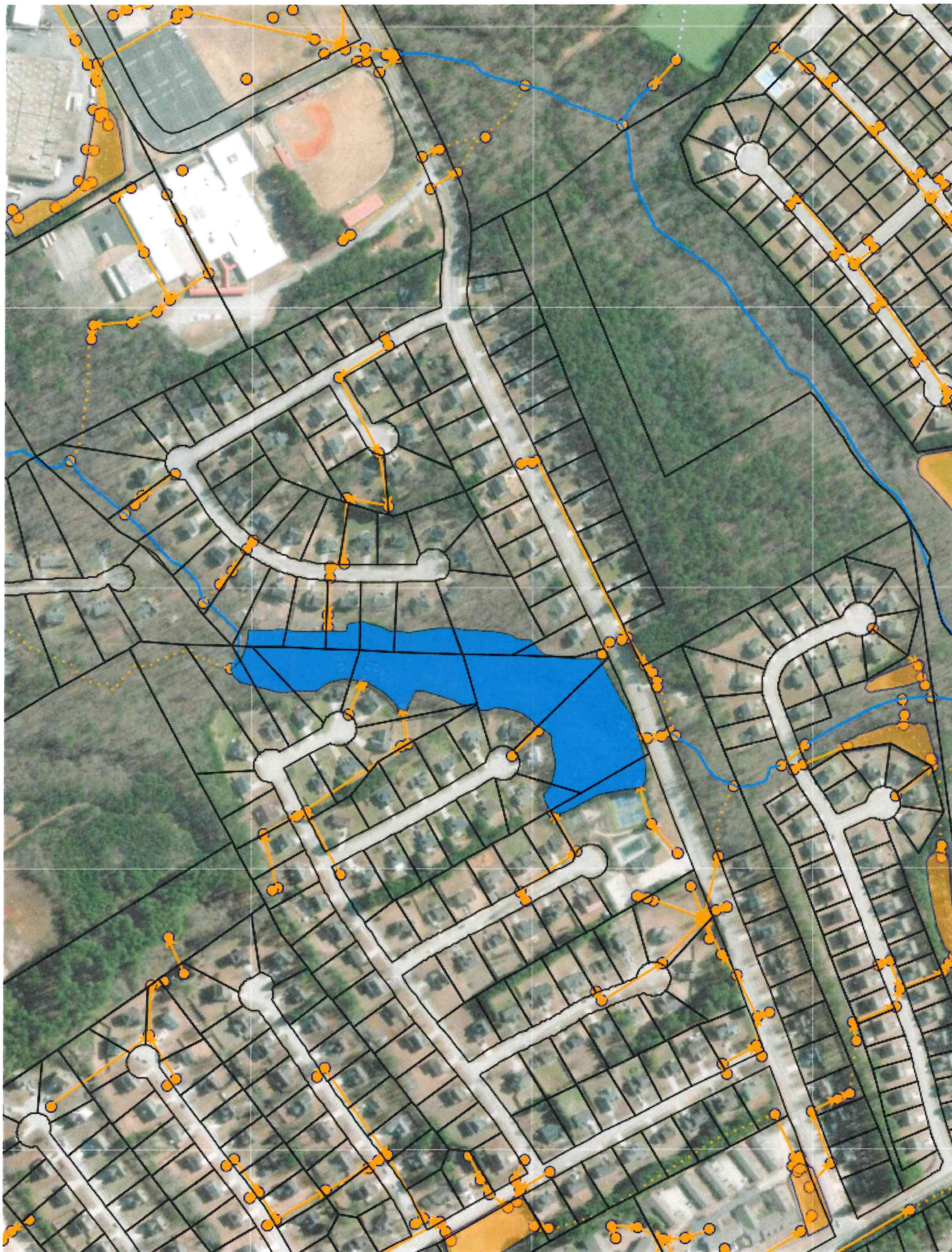
North Creek - \$163,975.00.

Precision Planning - \$7500.00

BACKGROUND:

The detention pond we are requesting repair for is on private properties, and the homeowners are unable to fund these repairs due to the amount of maintenance required. We worked closely with the City Attorney and Engineers to determine responsibility, and the best course of action is performing the initial repair in order to get them in compliance with the city regulations. Precision Planning stated this needed to be an emergency repair due to the amount of problems with the pond. This will be a one-time repair, and will be the responsibility of the homeowner moving forward to maintain. An agreement will also be signed by the homeowner informing them that the city will take no responsibility or ownership for the detention pond after this initial courtesy repair. Work will not be performed unless all parties agree to the terms on the agreement.

We performed similar work on other privately owned detention ponds approved by City Council in November of 2023. North Creek performed some of these repairs, and worked well with the city during that process.





9/4/2024

3357 Lenora Church Rd
Snellville, Ga 30039
JK@northcreekponds.com
678-618-6080

PROPOSAL

City of Loganville
Storm water department
Bill Braswell

Description Of Work	Job Location: Park Place
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Baker carter road

Removal of fallen and standing trees in pond
 Rework inlet to pond to fix erion washhouts
 Cut and grind trees on top side of embankments to create access
 Clean headwalls and install riprap filter rings
 Cut/ remove woody vegetation overgrowth throughout area of pond per drawing provided,
 embankments, and face of dam
 Re grout pipes in headwalls, OCS, Outfall outlet
 Turn filter stone as needed
 Re work OCS to fix erosion
 Clean trash and debris from pond

Goal of this pond is to achieve positive water flow and repair erosion

Remove a section of fence and replace when finished

	Total Amount	\$163,975.00
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Sign to accept and email back X

North creek construction understands that working with us equipment has a high danger of flying debris and extremely heavy footprint, We further understand these machines have the potential to cause damage to property therefore I am requesting, North Creek construction group to access my property to complete the work I hired them to do I will not hold Northcreek instruction responsible for any damage at maker why accessing or working on my property. Damage such as broken concrete driveways, sidewalks or curbs, broken irrigation lines / sprinkler heads cut or smashed drain lines, Underground cables of any such power cable TV etc. overhead power lines, septic systems, fences, shrubbery trees, house, garage, windows and other structures or personal vehicles

JJA ENTERPRISES, LLC

QUOTE

404-368-8441
jjaentllc@gmail.com

P.O. Box 1374
Madison, GA 30650

City of Loganville
4303 Lawrenceville Rd.
Loganville, GA 30052

Date: 9/5/2024

Project Description: Baker Carter Retention Pond Repair

Description	Quantity	Total Price
Clearing of All Trees on Dam		
Repair Washout Around OCS		
Add Any Rip Rap Needed Around OCS & Headwall Locations		
Replace Fence at Top of Dam, if needed		
Total Quote		\$ 167,500.00

EXCLUSIONS:
Replacing or repairing pipe
Modification of existing structures

***Payment will be for actual quantities installed.**

Contact: Matt Arp
 Phone: 770-825-2501

Name/ Info:
 Bill Braswell
 City Of Loganville
 Phone: 770-466-0911
 Email: bbraswell@loganville-ga.gov



Estimate

Project:
 Baker Carter Pond Repair

DATE September 6, 2024
 Estimate # 240093

Quotation valid until: October 6, 2024

Description	Quantity	Unit	Price	AMOUNT
Mobilization				
Heavy Equipment Mobilization	1	ls	\$ 12,000.00	\$ 12,000.00
				\$ -
EROSION CONTROL				\$ -
Grassing/Slope Mat (Excluding Sod)	1	ls	\$ 6,000.00	\$ 6,000.00
				\$ -
CLEARING AND GRUBBING (Inside 100yr Flood Plain Shown)	1	ls	\$ 80,000.00	\$ 80,000.00
MUCKING (Inside 100yr Flood Plain Shown)	1	ls	\$ 30,000.00	\$ 30,000.00
Storm Drain				\$ -
Install New 48" Half Round & Trash Rack On Existing OCS	1	ls	\$ 11,000.00	\$ 11,000.00
Type III Rip Rap (Includes "ST" For The Three HW Inside the 100yr Flood Plain Shown)	1	ls	\$ 5,500.00	\$ 5,500.00
INCIDENTALS				\$ -
Sitework Repairs and Rebuild	1	LS	\$ 12,750.00	\$ 12,750.00
Estimate:				
Does Not Include Pricing for Issues That May Arise Outside Of Contractors Control				
			TOTAL	\$ 157,250.00

- Excludes Permits, Construction Staking, Clearing, Compaction Monitoring & Erosion Control Monitoring.
- One Mobilization, Any additional mob will be charged accordingly.
- Matthews Development reserves the right to renegotiate the price if plan grade is not obtainable and there is a vertical depth discession
- **Rock**-The prices provided in this quote are for DIRT ONLY. If any rock is inquired while performing site work it will be the responsibility of General Contract
- Rock Hammer will be \$6,500 per day 2 day minimum
- General Contractor is responsible for any/all erosion control measures.
- **Matthews Development is not responsible for any unmarked underground utilities. This is the responsibility of the general contractor.**
- On-Site Material is intended for trench backfill. No import or export is included.
- Due to market volatility Matthews Development is not bound to any completion deadline due to material shortages. Price escalation may be negotiated if needed. Cost only.
- No Bid Bond, Payment or Performance Bond Included

Customer Signature: _____

09 / 23 / 2024



GEORGIA STORMWATER SERVICES

Prepared for:

City of Loganville
Baker-Carter Drive Pond
800 Bradley Cir
Loganville, GA 30052
Bill Braswell
bbraswell@loganville-ga.gov
678-539-7917

Created by:

Craig Belsole
State Inspector #88587
(770) 710-4379

www.georgiastormwaterservices.com

EXPIRATION DATE: 30 Days upon receipt

Proposal details & pricing

SCOPE OF WORK TOTAL:	Price	Subtotal
Total Labor, Equipment, & Materials	\$168,200	\$168,200
	Total	\$168,200

Georgia Stormwater Services, LLC shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

Unforeseeable causes beyond their control and without fault or negligence, including but not restricted to acts of God, or of public enemy, acts of the Owner, fires, floods, epidemics, strikes, freight embargoes, acts of domestic terrorism, and severe weather, acts of another contractor/company/person in performance of an agreement with the Property Owner. Customer shall provide adequate access to the project to perform its duties though proper steps will be taken, damage to lawn may occur.

Georgia Stormwater Services, LLC agrees to maintain liability insurance in commercially reasonable amounts.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia.

Georgia Stormwater Services will charge the customer a flat fee outlined in the proposal. Fifty percent (50%) of the Proposal price upon contract acceptance. If the Customer cancels the job after Contract Acceptance, they forfeit the right to have their deposit returned. Remaining fifty percent (50%) is payable within seven (7) days of project completion. Final payment is not subject nor tied to County inspection.

Agreed and accepted by:

Georgia Stormwater Services, LLC

City of Loganville

Craig Belsole

09 / 23 / 2024

Craig Belsole

Bill Braswell

GSWCC Georgia Soil and
Water Conservation Commission

Craig L. Belsole
Level 1B Certified Inspector
Certification Number #88587

MS4 Compliance & Enforcement Inspector
#CECI-00001-20-00015



Link to photos and videos: <https://photos.app.goo.gl/zHHCQiVAK6jBnuyr6>





November 4, 2024

City of Loganville
Mr. Brandon Phillips, Public Utilities Director
P.O. Box 39
Loganville, GA 30052

RE: Proposal for Construction Administration Services - Park Place Detention Pond Remediation

Brandon:

Precision Planning, Inc. (PPI) is pleased to submit this proposal for construction administration services to the City of Loganville Public Utilities Department for construction phase support during the Park Place Detention Pond Remediation Project.

Construction Phase Support Services

Work under this subtask will be provided on an hourly basis as requested by the City. PPI may provide periodic site visits, review and respond to contractor request for information, assist in the review of monthly pay requests/change order requests, conduct field observation of construction in progress, and other support services as requested.

ASSUMPTIONS AND EXCLUSIONS

- The City of Loganville will provide day to day construction inspection and administration services, with hourly supplemental assistance from PPI.
- The City shall be responsible for all coordination with existing residents regarding construction schedule and other project related issues.

COMPENSATION

The total project fee is hourly not to exceed \$7,500.00 for construction support services. Services provided will be invoiced on a monthly basis.

Our Standard General Conditions and Schedule of Hourly Rates are attached and made part of this proposal. All reimbursable expenses shall be billed separately in accordance with Item H. Should you find this proposal satisfactory, **please sign below, initial each page where indicated, and return a completed copy to our office.** If we may be of further service, or if there are any questions, please do not hesitate to contact us.

Thanks for the opportunity to serve the City of Loganville!

Sincerely,

Jimmy Parker, P.E.
Executive Vice President

Authorization given this _____ day of _____, 2024

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Attachment: Standard General Conditions
Hourly Rates Schedule

By: _____

Title: _____

CITY OF LOGANVILLE HOURLY RATE SCHEDULE

Senior Principal Engineer	\$210.00/Hour
Principal Engineer	\$190.00/Hour
Senior Project Manager	\$170.00/Hour
Project Manager.....	\$150.00/Hour
Project Engineer III	\$140.00/Hour
Project Engineer II	\$125.00/Hour
Project Engineer I.....	\$110.00/Hour
Senior Landscape Architect.....	\$150.00/Hour
Landscape Architect	\$90.00/Hour
Senior Project Architect	\$160.00/Hour
Project Architect	\$140.00/Hour
Principal Planner	\$130.00/Hour
Senior Engineering Technician	\$100.00/Hour
Engineering Technician	\$85.00/Hour
CADD Designer	\$65.00/Hour
Project Administrator.....	\$95.00/Hour
Senior Project Assistant	\$85.00/Hour
Project Assistant.....	\$65.00/Hour
Construction Observer	\$125.00/Hour
Registered Land Surveyor (RLS)	\$165.00/Hour
Survey Manager	\$135.00/Hour
Survey Coordinator	\$120.00/Hour
Survey Technician	\$95.00/Hour
Surveying Crew.....	\$205.00/Hour
Senior Electrical Engineer	\$160.00/Hour

Initials: _____



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.