



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:** Generator Recipient/Subrecipient Agreement

### **RECOMMENDATION:**

Staff recommends that City Council approve this agreement to receive the awarded amount from the Federal Emergency Management Agency to purchase a generator for the Wastewater Treatment Plant. We are also seeking approval for Precision Planning to provide engineering, bid phase administration, and construction management for the project. The awarded amount and engineering fees are as follows:

- FEMA Share - \$128,932.00
- City Share - \$42,977.00
- Total Project Costs - \$171,909.00
  
- Precision Planning Services - \$18,000.00

### **BACKGROUND:**

The Utilities Department applied for two generators through the Hazard Mitigation Grant Program in 2019 for the Wastewater Treatment Plant. When we upgraded our wastewater treatment plant in 2020, we purchased a 1000 KW generator with budgeted funds. We are requesting to purchase a 450KW for the influent pump station through this grant, due to being awarded the funding in 2024. This will allow back-up power in the event of a storm or power outage to avoid disruption of sewer flows entering the treatment facility.

# GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP  
GOVERNOR



JAMES C. STALLINGS  
DIRECTOR

October 7, 2024

Honorable Skip Baliles  
Mayor  
City of Loganville  
4303 Lawrenceville Road  
Loganville, Georgia 30052

Dear Mayor Baliles:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4400-0025, will be used to purchase and install two (2) fixed generator to ensure continuity of critical services to the community. The total approved cost is \$589,000.00 with a federal share of \$441,750.00, and a local share of \$147,250.00.

Subrecipient Management Costs were not awarded in this funding source because the City of Loganville was grouped in a State Generator Application, with the State acting as the recipient and subrecipient, with other projects to make the application cost beneficial. Per the Hazard Mitigation Assistance Program and Policy Guidance, "Recipients cannot receive an additional 5% for management costs if also acting as a subrecipient. Management costs cannot be duplicated."

Please note the current period of performance for this grant is October 11, 2026.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

*Valarie Grooms* for,  
James C. Stallings

v/r/rl

Enclosures

cc: Danny Roberts, City Manager  
City of Loganville  
Brandon Phillips, Public Utilities  
City of Loganville  
Jonathon Jones, GA-CEM, Area Coordinator  
Georgia Emergency Management and Homeland Security Agency



October 31, 2024

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

**RE: Proposal for Engineering Services for the City of Loganville Influent Pump Station Generator Installation (FEMA Grant Award)**

Brandon:

Precision Planning, Inc. (PPI) is pleased to submit this proposal for engineering services to the City of Loganville Public Utilities Department for consulting in reference to design of a new 450 KW generator installation at the City's influent pump station. PPI will utilize sub-consultant EDEC for electrical design services on the project.

**The total project design fee is hourly not to exceed \$18,000 for design, bid phase, and construction support services.** PPI will design services in accordance with the attached Hourly Rate Schedule. Services provided will be invoiced on a monthly basis.

Our Standard General Conditions and Hourly Rates are attached and made part of this proposal. All reimbursable expenses shall be billed separately in accordance with Item H. Should you require any additional services, they would be negotiated in advance or computed for a fee based on the attached schedule of hourly rates.

We look forward to your acceptance of this proposal and to a successful working relationship with you. 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, PE  
Executive Vice President

Attachment: Hourly Rates  
Standard General Conditions

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

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.



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

January 27, 2021

- 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.