

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: March 14, 2024

Subject: Stormwater Projects

RECOMMENDATION:

Staff recommends that the City Council approve Precision Planning Inc. to provide field engineering, plans & specifications, bid administration, and construction support for five storm water projects.

FISCAL IMPLICATION:

PPI's quote for these services are \$49192.50 (5% contingency). Funding source is ARPA.

BACKGROUND:

Projects consists of replacement and/or rehabilitation of of corrugated metal pipe on Overlook Drive 130 linear feet, Holly Court 33 linear feet, Huntington Drive 34 linear feet, Granite Lane 163 linear feet, and detention pond at Park Place.



March 8, 2024

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

RE: Loganville Storm Sewer Replacement and Rehabilitation Project

Brandon:

Precision Planning, Inc. (PPI) is pleased to submit this fee proposal for field surveying, engineering analysis, construction drawings, bid phase administration, and construction support services to the City of Loganville (Client) for the above-referenced project. SUE Level B utility location services will also be provided by subconsultant NV5. The project will include storm sewer replacement and/or rehabilitation on Overlook Drive (130 LF), Holly Court (33 LF), Huntington Drive (34 LF), Granite Lane (163 LF), and detention pond maintenance in the Park Place subdivision.

Based on our experience with similar projects, we propose the following scope of services:

Task 1 Field Survey and Preliminary Engineering Lump Sum \$15,280.00

- A. The City of Loganville will coordinate utility location services prior to field survey activities, by marking each crossing and requesting an 811 utility locate ticket.
- B. PPI will perform a field location and topographic survey of the identified storm sewer segments including pipe inverts, structure locations and elevations, locate visibly marked underground utilities and above ground features within the projected limits of construction.
- C. PPI will perform a limited topographic survey of the Park Place stormwater detention pond to provide sufficient data for the development of a remediation plan.
- D. Establish existing right-of-way and property lines using boundary information obtained from courthouse research and tax maps. Property lines will not be located or established in the field.
- E. The City of Loganville will assist in coordinating the location of underground utilities within the project limits.
- F. Evaluate existing storm sewer conditions, determine limits of pipe replacement and/or rehabilitation required, and present options for the City's consideration.

ESTIMATED COMPLETION TIME: Four (4) weeks after receiving a *Notice to Proceed*

Task 2 Storm Sewer Rehabilitation Plans and Specifications Lump Sum \$17,860.00

- A. Based on the rehabilitation method selected by the City, PPI will prepare a set of rehabilitation plans and technical specifications for bid purposes. The plans will consist of a cover sheet, site plan, storm sewer profile, erosion control plans, and technical specifications as required.
- B. PPI will prepare an abbreviated set of bid/proposal documents for the City's use in soliciting bids and/or proposals for the work.
- C. PPI will submit final plans for Land Disturbance Permitting.
- D. PPI will prepare temporary construction easement agreements and exhibits for areas outside of the existing permanent easement that may be required for construction activities. The City of Loganville will acquire all required easements for the project.

ESTIMATED COMPLETION TIME: Four (4) weeks for submittal to the Client after completion of Task 1

Task 3 Bid Phase Administration Lump Sum \$5,340.00

- A. PPI will provide an Invitation to Bid or Request for Proposal Notice to the City for advertisement.
- B. PPI will forward copies of documents to qualified contractors via email, and attend a project Pre-Bid Meeting if required.
- C. PPI will prepare a *Tabulation of Bids* received, review each bid, verify contractor references, and issue a *Recommendation of Award* for consideration by City Council.
- D. PPI will provide a draft contract agreement for use by the City.

ESTIMATED COMPLETION TIME: Four (4) to Six (6) weeks

Task 4 Construction Phase Support Services (Allowance) Hourly Not to Exceed \$7,520.00

- A. Perform periodic field visits and prepare work progress reports as requested by Client.
- B. Review and process pay request by contractor during construction as requested by the Client.

Fee Schedule and Summary

Description	Lump Sum Fee
Field Survey and Preliminary Engineering	\$15,280.00
Storm Sewer Rehabilitation Plans/Specifications	\$17,860.00
Bid Phase Administration	\$5,340.00
Direct Expenses (equipment, mileage, reproduction, postage)	\$850.00
DESIGN SERVICES SUB-TOTAL:	\$39,330.00
Construction Phase Assistance (Hourly Allowance)	\$7,520.00
TOTAL PROJECT FEE:	\$46,850.00

Exclusions

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

- A. Boundary surveys and or easement plats. It is assumed that storm sewer replacement and/or rehabilitation will be completed within existing storm sewer easements.
- B. Storm Sewer CCTV survey.
- C. Right-of-Way or Easement Acquisition Services
- D. Stream/Wetland Mitigation or 404 permitting services
- E. Georgia EPD Stream Buffer Variance
- F. Construction staking
- G. Geotechnical Services

City of Loganville
Mr. Brandon Phillips, Public Utilities Director
March 8, 2024
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Our Standard General Conditions and Schedule of Hourly Rates are attached and made part of this proposal. 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.

Sincerely,



Jimmy Parker, P.E.
Executive Vice President

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Attachments: Standard General Conditions
Hourly Rate Schedule

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



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.