



Where Community Connects

STOCKBRIDGE CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Alphonso Thomas

Councilwoman LaKeisha Gantt

Councilman Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

**Council Meeting
Agenda
July 28, 2020 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, JULY 28, 2020 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas

Councilwoman LaKeisha Gantt
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount

Administration

Randy Knighton, City Manager
Camilla Moore, Asst. City
Mgr./Community Dev. Director
Vanessa Holiday, City Clerk
Michael Williams, City Attorney
Randi Rainey, Deputy City Clerk

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES FOR THE FOLLOWING MEETINGS: 6/8/2020, 6/23/2020 AND 6/29/2020

- 1 Draft Minute of 6/8/2020
- 2 Draft Minutes of 6/23/2020
- 3 Draft Minutes of 6/29/2020

PUBLIC COMMENTS

NEW BUSINESS

- 4 Council Consideration to approve Change Order No. 2-WWTP Glynn Addy Pump Station Rehabilitation Project in the amount of \$283,481.61
Funding Source: Wastewater Fund Balance - Presented by: Decius Aaron, Brad Holtsinger
- 5 Council Consideration to approve Task Order No. 20 with Carter & Sloope-Burke Street Main Rehabilitation in the amount of \$80,580.00
Funding Source: Water & Sewer Fund Balance - Presented by: Decius Aaron, Brad Holtsinger
- 6 Council Consideration to approve Change Order No. 4 for Davis Road Sidewalk Phase 1 Project in the amount of \$31,724.92
Funding Source: Grant Funding - Presented by: Decius Aaron
- 7 Council Consideration to approve the purchase of a 2021 Kenworth T470 Tandem Axle VacCon Truck under State Contract 99999-001-SPD00000155 from MHC Kenworth in the amount of \$406,922.00
Funding Source: Sewer Fund Balance \$183,114.90; Water Fund Balance \$142,422.70 and Stormwater Fund Balance \$81,384.40 - Presented by: Lindell Miller, Decius Aaron
- 8 Council Consideration to approve the purchase of a Caterpillar Model 306 Hydraulic Excavator under State Contract 99999-001-SPD-00000102 from Yancey Brothers, Inc. in the amount of \$78,652.00
Funding Source: Water Department Budget \$50,326.16 and Sewer Department Fund Balance \$28,325.84 - Presented by: Lindell Miller , Decius Aaron
- 9 Council Consideration to approve the purchase of a 2020 International CV Dump Bed Truck under State Contract 99999-SPD-0000155-0001 from Rush Truck Centers of Ga, Inc. in the amount of \$69,673.84
Funding Source: Water Department Budget - Presented by: Lindell Miller, Decius Aaron

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

ADJOURNMENT



Where Community Connects

SUMMARY MINUTES COUNCIL MEETING (VIA ZOOM)

MONDAY, JUNE 8, 2020 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt

Administration

Randy Knighton, City Manager
Camilla Moore Asst. City Mgr./
Community Dev. Director
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney
Stephen Quinn of Wilson, Morton & Downs

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilwoman Gantt.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Councilman Alexander motioned to amend the Agenda to add a Resolution for Council Consideration to support House Bill 426 – The Hate Crimes Bill; second by Councilwoman Gantt. The motion passed 5-0.

Councilwoman Gantt motioned to approve the Minutes for the following meeting of 4/28/2020; second by Councilman Alexander. The motion Passed 5-0.

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

Public Comment submitted to and read by the Clerk:

Mr. Corey Randazzo statement: "I will defend my property from all illegitimate claims."

Councilman Alexander motioned to amend the Agenda to add Resolution for Council Consideration regarding Hwy. 138 Right-Of-Way: second by Councilwoman Barber. The motion passed 4-1 (Councilman Blount opposed).

NEW BUSINESS

1. Council Consideration to approve an increase to the Security Contract for Johnson Controls for the new Public Works Facility by the amount of \$48,489.29. Funding Source 347-42200-541321 RFP 2019-00032P
Presented by Lindell Miller – Procurement Manager,
Decius Aaron – Public Works Director and Wil Bush III of Johnson Controls

Ms. Miller noted staff is seeking approval to increase the Johnson Controls contract in the amount of \$48,489.29 for the new Public Works Facility security equipment systems and referenced Council's approved of the initial request to piggyback the contract for Johnson Control, Security Solutions, LLC under the National Joint Powers Alliance (NJPA) on October 29, 2019. Ms. Miller stated Council approved a request to increase the contract on May 26, 2020 for the Amphitheater by \$42,706.95 to an overall potential contract amount of \$318,332.37. Ms. Miller noted staff is seeking approval to increase the contract a second time to \$366,821.66.

Councilwoman Gantt motioned to approve an increase to the Security Contract for Johnson Controls for the new Public Works Facility in the amount of \$48,489.29 using the Funding Source 347-42200-541321 RFP 2019-00032P; second by Councilman Alexander. The motion passed 5-0.

3. Council Consideration to award contract to T. W. Brown Contracting, LLC for the Parking Lot Expansion at Reeves Creek Trail in the amount of \$59,461.02. Funding Source 347-62200-541211 (ITB) 2020-0007
Presented by Lindell Miller – Procurement Manager
Decius Aaron – Public Works Director and Skip Layton, City's Engineer of Record/Falcon Design Consultants
Ms. Miller noted staff is seeking approval of a fixed contract to the lowest bidder T.W. Brown Contracting, LLC. in the amount of \$59,461.02 to expand parking at the Reeves Creek Trail.

Councilman Blount inquired how many additional spaces would be added. Skip Layton, City's Engineer of Record/Falcon Design Consultants noted there would be 10 additional parking spaces.

Councilman Alexander motioned to approve to award a contract to T. W. Brown Contracting, LLC for the Parking Lot Expansion at Reeves Creek Trail in the amount of \$59,461.02. Funding Source 347-62200-541211 (ITB) 2020-0007; second by Mayor Pro Tem Thomas. The motion passed 5-0.

4. Council Consideration to approve the Hwy. 138 Right-of-Way Maintenance.

Presented by Councilman Alexander

Councilman Alexander noted this is the area between I-75 and the Clayton County line which the Commissioners have abandoned and is a reflection of the City as travelers along this route are unaware of what is deemed to be the city limits of Stockbridge, Clayton County or unincorporated Henry County; they just know they are in Stockbridge.

Councilman Blount expressed his concerns of funding County projects and thinks a discussion with the City Manager would be appropriate noting no Intergovernmental Agreement (IGA) in place.

Mayor Pro Tem Thomas noted he supports beautification for the City and outside areas; also inquired on how long the City would take care of both Henry and Clayton County and noted his concern is with the front-line boundaries.

Mr. Knighton expressed he has had several conversations with Henry County officials regarding the maintenance, or lack thereof with regard to that stretch of roadway.

Councilwoman Barber expressed her concern with the aesthetics of the 2000 feet in question of roadway and the economic impact to Stockbridge.

Councilwoman Gantt noted the issue is not the responsibility of the City of Stockbridge and citizens should contact 5th District Commissioner Bruce Holmes to register complaints; and also inquired if the City could bill the County to be reimbursed for services provided.

Attorney Williams noted the City could attempt to bill, but the County does not have a responsibility to pay without an IGA in place.

Councilman Alexander noted the County provides maintenance services for Patrick Henry Pkwy., Campground Road Extension, and Peach Drive, all in the city limits of Stockbridge and motioned to approve the Hwy. 138 Right-of-Way Maintenance: second by Councilwoman Gantt. The motion passed 4-1 (Councilman Blount opposed).

5. Council Consideration to approve a Resolution to support House Bill 426 – *The Hate Crimes Bill*.

Attorney Williams noted the Resolution supporting the Georgia General Assembly which adds additional elements to the criminal code, with additional penalties for Hate Crimes.

Councilman Alexander motioned to approve Resolution to support House Bill 426 – The Hate Crimes Bill; second by Councilwoman Gantt. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford reminded citizens to complete the 2020 Census and noted the importance of being counted – website: 2020Census.gov; reminded everyone of the Primary Election taking place on tomorrow, June 9th and that voters need to cast their ballots at their local polling office, and noted the change in the polling location for Red Oak Church changed to Red Oak Elementary School; referenced the COVID-19 phone number 800-847-4262 and asked everyone to continue to be safe, noted a vaccination was in the works, continue practicing social distancing, and to wash your hands; noted a recent event sponsored by the City of Stockbridge where free hand sanitizer and masks were distributed to public and with the ongoing pandemic, will likely to another such event.

UPCOMING MEETINGS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770-389-7900 for updates and detailed information.

- Downtown Development Authority Meeting, Tuesday, June 16, 2020 at 6:00 p.m. Via Zoom
- Council Work Session Meeting Tuesday June 23, 2020 at 6:00 p.m. Via Zoom
- Planning Commission Meeting, Thursday, June 25, 2020 at 6:00 p.m. Via Zoom
- Council Meeting Monday July 13, 2020 at 6:00 p.m. Location Via Zoom

UPCOMING EVENT(S) ARE TEMPORARILY POSTPONED

ONGOING INITIATIVES (postponed)

ADJOURN

Mayor Pro Tem Thomas motioned to adjourn; second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor





Where Community Connects

**SUMMARY MINUTES
WORK SESSION MEETING (VIA ZOOM)**

TUESDAY, JUNE 23, 2020 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt

Administration

Randy Knighton, City Manager
Camilla Moore Asst. City Mgr./
Community Dev. Director
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney
John Wiggins, City Treasurer

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilman Alexander

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Mayor Pro Tem Thomas motioned to amend the Agenda adding a Resolution for Council Consideration of a Juneteenth City Holiday; Resolution in support of HB1249, and to hear Item #5 for DDA Appointments following Executive Session; second by Councilman Alexander. The motion passed 5-0.

Review of the Minutes for the following meetings:

1. 5/11/2020
2. 5/25/2020 No Action

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session. No Public Comments

PUBLIC HEARING

3. Council Consideration/Discussion - Service Delivery Strategy (SDS) Agreement between the City of Stockbridge and Henry County

Presented by Randy Knighton City Manager and SDS Attorney Jack Wilson

Mr. Knighton noted the Service Delivery Strategy (SDS) Agreement had been advertised for a Public Hearing and referenced those in attendance as panelists on the Zoom meeting.

Mayor Pro Tem Thomas requested a copy of the SDS presentation.

Mr. Knighton gave a brief explanation noting the SDS agreement is to ensure all services provided by Cities and Counties are funded properly with no duplication of services. Mr. Knighton noted the agreement encompasses services such as: constitutional services, water, sewer, animal control, coroner, police, fire, jail, courts, etc. Mr. Knighton noted the SDS must be completed every 10 years and if not, sanctions could be imposed. Mr. Knighton noted there was an original date in October 2019 to resolve, and was granted an extension, noting the Cities and County have completed at least 90% of the agreement with a few items to be negotiated such as road services, road provisions and road maintenance; and noted Attorney Williams had received a document from the County's Attorney with a new proposal of scenarios on how the roads would be serviced. Mr. Knighton stated the proposal stated all roads within the City limits are to be serviced by the City, and all roads within the County are to be serviced by the County; noting the Henry County Department of Transportation (DOT) budget for the County is around \$6 million and would be distributed to respective local governments based on the number of road miles each city has. Mr. Knighton noted that because the document was just received, there would need to be further analysis and review. Mr. Knighton noted the SDS Agreement would also set up Special Services Districts which would provide better accounting on how taxpayers are paying for services via the Special Services Districts as this method is seen to be more fair and equitable; noted the concern expressed to the County's management team to complete the SDS prior to the Transportation SPLOST, with the SDS Agreement being completed between July 15-21st; and referenced the joint meeting scheduled for the Transportation SPLOST with the County and other Cities on June 30th; noting potentially Intergovernmental

Agreements could be in place by late July; and noted the concerns of the Council have been relayed to County management as it relates to the enforcement of City Ordinances and referenced the meetings with County Management, as recent as yesterday, and there are strong indications from the Henry County Management team this will be done; however, he is looking to see the agreement(s) presented in writing and presumably signed off by all of the cities and county by mid to late July; and noted the aggressive schedule is good as this brings these matters to a head to hopefully complete soon.

Mayor Ford noted his concerns with the SDS and the enforcement Ordinances and maintaining City and County roads.

Mr. Knighton echoed the concern of the roads and as an example noted Rock Quarry Rd. which runs through the City of Stockbridge, if added to the City's inventory could be extremely costly to maintain.

Councilman Alexander asked for clarification of the proposal regarding roads to be that the proposal of the funds would be issued to the city for maintenance, which the City would then control.

Mr. Knighton noted that if the County's DOT budget were to shrink, funding to the City would also shrinking, leaving less funding available to maintain the roads.

Attorney Williams noted the wording that was provided separates County and City roads but would need clarity on what would be considered County roads and City roads because the percentage is based on allocations and with the County DOT budget of just \$5+ million dollars, the City would only receive approximately \$288,000 and that is nowhere near enough to do the level of maintenance that you would expect, and noted there will be further review of the proposal.

Councilman Blount noted his concerns of the City operating in the County on projects without having Intergovernmental Agreement (IGA) in place, reiterating that having agreed to those projects, and while in SDS negotiations, the City loses leverage and cannot continue to operate that way. Councilman Blount asked Attorney Williams to explain his comments regarding county roads and city roads, and whether it refers to limits or responsibility.

Attorney Williams' response was at the end of the day, it would be responsibility of who is responsible of the road.

Mr. Knighton noted, these issues are all being discussed to be captured in the SDS negotiations.

Councilman Blount restated his concerns and noted the City cannot continue to allow the County to avoid their responsibilities and the City pick up the slack.

Mr. Knighton noted the SDS Agreement has not been completed for adoption, noting the cities of Locust Grove, Hampton and McDonough have approved their Form 2's.

Attorney Williams noted the SDS Agreement does not need to approve the document tonight with the Public Hearing continuing to the next meeting.

The Public Hearing was opened.

No Speakers in Favor – No Speakers Opposed

The Public Hearing was Continued to July 13, 2020 Meeting

NEW BUSINESS

4. Council Consideration to award Landscaping contract – RFP No. 2020-00013.

Presented by Lindell Miller Procurement Manager and Decius Aaron Public Works Director

Ms. Miller noted the solicitation for the RFP was posted March 4, 2020; there were two firms that submitted bids: Highgrove Partners, LLC. and Yellowstone Landscape Southeast, LLC.; noted on June 9th an evaluation committee meeting was held in which Highgrove Partners was ranked 1st, and the cost points were calculated based on the selection criteria.

Councilmember Alexander reiterated timing of the RFP being posted at the beginning of the pandemic suggesting that was likely why only two responses were received, and included the current provider and noted high dissatisfaction with the services provided over the last four years.

Councilman Blount called for a Point of Order regarding comments about the current vendor's performance.

Attorney Williams noted that while he did not have a full substantive comment, he agreed generally that the Council should be conscious of comments made.

Councilman Alexander noted he has advocated for the City's landscaping grounds to be tight and pristine, and better management of the services. Councilman Alexander also noted bid responses were received during the early pandemic and recommends the bid be put back out to allow for more responses and bring back to the Council in 30 days.

Mayor Pro Tem Thomas agreed with the comments from Councilman Alexander and noted there was a big difference in the scoring, and noted he agreed the bid should go back out.

Mayor Ford questioned the maintenance of Unity Monument Park and the Amphitheater once completed.

Mr. Aaron noted the park was maintained by the Eagle's Landing HOA and the Amphitheater would require an addendum to the agreement.

Councilman Blount questioned if the action to rebid and come back before the Council in the proposed timeframe could be done by Procurement office.

Ms. Miller noted the original bid had been placed on the City's website and the State's procurement website that reaches over 400 vendors, and would comply with the re-bid, noting the 30-day window may be tight.

Councilwoman Barber asked about direct mailings as a method of solicitation.

Ms. Miller noted the City does not currently direct mail but would look at local participants.

Councilwoman Gantt asked if the scope of work included pressure washing.

Mr. Aaron noted pressure washing was a service of the City's Facilities Maintenance Department.

Councilmember Alexander motioned to Reject and Re-bid the Landscaping bids and bring back to the Council in the next 45 days and include accounts serviced by bidders: second by Councilwoman Barber. The motion passed 5-0.

5. Council Consideration to approve the City's recognition and celebration of June 19th (Juneteenth) as a City holiday beginning June 19, 2021.

Presented by Mayor Pro Tem Thomas

Mayor Pro Tem Thomas noted the State recognized Juneteenth as a holiday in 2011 and believes the City should follow suit noting it is not a paid holiday for staff and would like to hear Council's comments.

Mayor Ford noted there are only four States in the nation that recognizes it with paid holiday (Pennsylvania, Texas, New York, and Virginia).

Mayor Pro Tem Thomas noted 47 of 50 States recognize Juneteenth as a remembrance or holiday noting Hawaii, North Dakota and South Dakota do not.

Councilman Blount noted he is in favor a Resolution to honor Juneteenth, but not as a paid holiday, considering there is a paid holiday for July 4th within a matter of weeks.

Councilman Alexander applauded the recommendation for the Juneteenth holiday, and stated the City should lead the way.

Councilwoman Gantt asked for an explanation of the difference between a celebration and a holiday and what that would look like.

Mayor Pro Tem Thomas noted the request is for the City to recognize Juneteenth as a City holiday celebration beginning June 2021; noting paid or unpaid would need to be determined by the Council.

Councilman Alexander asked if the City offered the employees Flex Days, or if the employees could use a PTO day to be off.

Mr. Knighton noted there were currently no mechanisms in place to allow for such an action.

Councilman Blount noted the recognition can be done by Resolution for the celebration, but the Council needs to discuss whether to make it a paid holiday for employees.

Councilwoman Gantt agreed with the City's celebration of Juneteenth, referenced the history, noted the Council as trailblazers in several areas, and agrees with Councilman Blount that this needs to be discussed at another time, and does support the celebration.

Councilwoman Barber asked if employees were paid for Good Friday.

Mr. Knighton confirmed Good Friday as a paid holiday.

Mayor Pro Tem Thomas motioned to approve the City's recognition and celebration of June 19th (Juneteenth) as a City holiday beginning June 19, 2021: second by Councilwoman Barber. The motion passed 5-0.

6. Council Consideration to support HB1249 an Act for Local Legislation – referendum to authorize redevelopment powers – establish Tax Allocation Districts.

Presented by Michael Williams, City Attorney

Attorney Williams noted the Resolution offers support for HB 1249 which was introduced in the General Assembly which provides for a referendum to authorize the County and Cities to exercise redevelopment powers and would allow cities to establish Tax Allocations Districts (TAD) as an additional Economic Development tool. Attorney Williams also noted if the referendum passes in November, the City would not be required to act, but would be authorized to implore development and re-development powers and redevelopment acting.

Councilman Alexander asked that Mr. Knighton expound upon the importance of having this tool in the City's toolbox in the promotion of economic development.

Mr. Knighton noted the incentives that could be made available to businesses to promote Economic Development in the City.

Ms. Moore noted it would also freeze taxes for 30 years to help build economic development and gave Atlantic Station as an example, citing this to be a useful and successful tool when there is a municipal tax in place.

Councilman Blount noted the challenges for this action considering the City of Stockbridge does not have a Municipal tax in place.

Attorney Williams noted today's action is to support the bill, noting the City could determine how next to make it work with more detail for the City of Stockbridge.

Councilman Alexander motioned to approve the support HB1249 an Act for Local Legislation – referendum to authorize redevelopment powers – establish Tax Allocation Districts: second by Mayor Pro Tem Thomas. The motion passed 5-0.

DISCUSSION

7. Council Discussion of the Henry County TSPLOST Referendum on the November 3, 2020 Ballot
Presented by Randy Knighton City Manager
Mr. Knighton noted it is the County's desire to place a TSPLOST Referendum on the November 3, 2020 ballot for five (5) years and could generate up to .75 of a full penny without an IGA Agreement or a full penny with an IGA Agreement; with a full penny, it projects over a 5-year period an estimated projection of \$204 million County wide for transportation projects. Mr. Knighton noted the County put together an ambitious timeline and has scheduled a joint meeting with the County and the Cities for June 30, 2020 and by July 31, 2020 a desire to have a completed IGA Agreement with TSPLOST with an approval date of August 3, 2020 by the County and to be placed on the November 3, 2020 ballot. Mr. Knighton noted the goal for TSPLOST is to relieve traffic congestion and to also look at any trail project enhancements and sidewalk projects County and Cities may have to be included, noting two major things to look at would be the Joint Comprehensive Transportation Plan developed in 2016 and the Bicycle, Trails and Master Plan approved by the City.

Mr. Knighton noted the Joint Meeting with Henry County and cities of Hampton, McDonough, Locust Grove and Stockbridge scheduled for June 30, 2020 at 6:00 p.m. Location: Henry Parkway McDonough, GA 30253.

COMMENTS FROM THE MAYOR

Mayor Ford extended Happy Belated Father's Day wishes to all the fathers; noted there is still a pandemic with no vaccination yet, and asked everyone to continue to wear face coverings, continue the 6' social distancing, get tested, and contact the Department of Health at 1-800-847-4262, noting the Heritage Senior Center as a testing site, and also cautioning the young and millennial citizens that they can and

are becoming ill with this virus; noted the City plans to re-open to the public on June 29, 2020 where face coverings will be required for city public facilities and 6' social distance requirement.

Mayor Ford read the City's proclamation to include the reading of the Emancipation Proclamation in its entirety; noted Juneteenth is also referred to as Freedom Day, Jubilee Day and the Black Fourth of July; noted the Emancipation Proclamation was read in Galveston, TX on June 19, 1865, two years after the end of slavery as had been presented by President Abraham Lincoln; and noted the states of Texas, Virginia, Pennsylvania and New York are the only states that celebrate Juneteenth as a paid holiday; noted the states of Hawaii, North & South Dakota do not recognize Juneteenth at all whereas all other 47 states do.

Mayor Ford noted the recent protests and encouraged everyone who plans to protest against police brutality and racism, as this is wrong, to continue to do so peacefully, noting black lives do matter; asked that all continue to put the pressure on the legislatures to act.

UPCOMING MEETINGS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770-389-7900 for updates and detailed information.

- Planning Commission Meeting, Thursday, June 25, 2020 at 6:00 p.m. via Zoom
- Council Meeting Monday July 13, 2020 at 6:00 p.m. Via Zoom

CITY EVENTS HAVE BEEN TEMPORARILY POSTPONED

Mayor Pro Tem Thomas motioned to convene Executive Session for Personnel, Litigation and Real Estate: second by Councilman Alexander. The motion passed 5-0.

Councilwoman Gantt exited Executive Session at 8:40 p.m.

Councilman Alexander motioned to adjourn Executive Session: second by Councilwoman Barber. The motion passed 4-0.

Councilman Alexander motioned to reconvene the meeting: second by Councilwoman Barber. The motion passed 4-0.

8. Council Consideration to fill vacancies and appoint members to the Downtown Development Authority.

Councilman motioned to appoint Barbara Richardson and Maxwell Sears to fill the vacancies on the Downtown Development Authority Board; second by Councilwoman Barber.

Councilman Blount stated for the citizens to know the SAB (Stockbridge

Association of Business) was never established; noted Ms. Cato applied to the DDA, attends meetings, events and volunteers for city events, and had previously been unanimously appointed noting the City's legal Counsel said it was ok. Councilman Blount further stated that after Ms. Cato's appointment, there was a discrepancy with the map, and that now, Ms. Cato is in the downtown area and removing her from the DDA, he is against it, and so is Councilwoman Gantt, noting there are personal feelings, and to remove her and put her in another area is not right, citizens of Stockbridge should not be treated this way, and that he is against it. Councilman Blount also stated the City has no Development Authority.

Councilman Alexander stated the City wants no more drama associated with the City's DDA and wanted to be above reproach, and do things proper and in order; noted there were questions surrounding the appointment; stated there will be a city-wide development authority forming and asked citizens if they are interested in assisting with the City moving forward to bring forth their talents and their passions to make this city great.

Councilwoman Barber stated it is important for the public to know that in February 2020 the Council appointed (4) four members to the DDA with (1) appointee voluntarily removing himself as his business was no longer eligible; there was a DDA member of the board who called in to a Council meeting to express his concerns about expanding the boundaries with the request coming from one former member and a Councilmember; not the DDA board; and the action tonight is the Council trying to correct the wrong with applicants who are eligible to serve and have businesses in the downtown area without having to change the map; it's not personal; noting she wants the opportunity to do what is right and further stating we must be fair and transparent about the way we govern.

The motion passed 3-1 (Councilman Blount opposed).

Mayor Pro Tem Thomas motioned to adjourn; second by Councilwoman Barber. The motion passed 3-0 (Councilman Blount was not present for the vote).

Respectfully submitted by:

Vanessa Holiday CMC, City Clerk

Anthony S. Ford, Mayor





**SUMMARY MINUTES
SPECIAL CALLED
COUNCIL MEETING VIA ZOOM**

MONDAY, JUNE 29, 2020 3:00 P.M.

Mayor & City Council

**Mayor Anthony S. Ford
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Mayor Pro Tem Alphonso Thomas**

Administration

**Randy Knighton, City Manager
Camilla Moore Asst. City Mgr./
Community Dev. Director
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney
John Wiggins, Treasurer**

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Randy Knighton.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Mayor Pro Tem Thomas motioned to approve the Agenda; second by Councilwoman Gantt. The motion passed 5-0.

New Business

1. Council Consideration to approve H. J. Russell Change Orders in the amount of \$794,332.00. Funding Source: SPLOST IV
Presented by Michael Williams, City Attorney and Randy Knighton, City Manager
Attorney Williams noted Council approved changes to the contract via Resolution; however, the Resolution was presented with mistakes and it does not have an allowance section in the contract pricing with H.J. Russell and informed Council the Resolution needs to be replaced with a new

Resolution that authorizes a Change Order with funds coming from SPLOST IV.

Mayor Pro Tem Thomas referenced his familiarity with change orders and noted that in his research, Change Order append to the original contract and become a part of the said contract; Contingency is a provision that is budgeted to be used to pay the cost of change orders and is normally a percentage and should have been a part of the original contract needed a better understanding of the mistake and thought standard practice was to have in the contract a contingency with a Change Order line item; and wanted more clarification on the mistake.

Councilwoman Gantt motioned to approve H. J. Russell Change Orders in the amount of \$794,332.00. Funding Source: SPLOST IV. The motion failed due to lack of a 2nd.

Attorney Williams noted when the item was initially presented to the Mayor & Council, it was built into a contract price as an allowance in the initial bid H.J. Russell submitted and noted H. J. Russell did include approximately \$700,000 in an owner's allowance, which is used for Changes in materials, enhancements and upgrades and would be approved solely through the discretion of the owner, in this case the City. Attorney Williams also noted the recommendation was made to have Council approve a contract price that did not include allowances; and was presented to Council for a Change Order as if allowances were included with the contract price.

Councilman Alexander noted he understood Mayor Pro Tem Thomas' concerns stating that he too had to seek a better understanding and clarification of the mistake that was an oversight on behalf of the City

Mr. Knighton noted once H.J. Russell provided the first bid, an allowance was included; however, when they provided their best and final offer, it was not included, and when it was brought before the Council a few weeks ago, it was with the understanding that the allowance was still a part of the overall contract by H.J. Russell and it was not. Mr. Knighton further stated that what governs the Amphitheater construction is the document, the ultimate contract by which the City must govern by.

Councilwoman Barber noted that she asked for, but has not received a copy of the best and final contract and expressed concerns and noted the Resolution must be approved by the Council tonight, or rejected; and asked for the SPLOST IV balance.

Mr. Wiggins noted SPLOST IV has a balance of \$11.5 million dollars that is spread out over numerous projects.

Mr. Knighton noted his recollection is that most of the funds in SPLOST IV have been committed to projects leaving of balance of approximately of a little over \$800,000.

Councilwoman Barber noted Keck & Wood has been previously approved by the Council as Professional Services Consultant and suggested they be brought on as another set of eyes for the Amphitheater project lending their expertise.

Mayor Pro Tem Thomas agreed with Councilwoman Barber's recommendation noting a mistake was made that should not have been, and asked Attorney Williams for clarification on the Change Order of \$766,000 that was previously passed and whether or not the Council needed to rescind and approve the new Change Order Resolution for \$794,000 as technically and legally, the City would have legislated \$1.5+ million dollars.

Attorney Williams noted the Resolution approved at a previous meeting was for the difference of approximately \$36,000 which is why there was the mistake and was incorrectly understood to be available in the allowance, and confirmed that with an affirmation of the Resolution being presented today, that would in fact rescind the Change Order Resolution presented a few weeks ago and approve the \$794,000 Change Order.

Mayor Pro Tem Thomas referenced the document received from staff included 19 Change Orders and recognizes there will be instances that occur but is concerned with so many at this phase of the construction.

Mr. Knighton referenced a document submitted to members of Council and noted the Contractor is maintaining the Change Order Log, and noted that not all of the change orders have been processed at this time and funds have not been assigned, so the actual number of Change Orders at this time is less than 19. Mr. Knighton further noted that in actuality, issues such as unsuitable soils and impervious runoffs were included, and further noted that one issue may cause another issue, that may cause a package of issues that may have begun with one issue, and it was deemed appropriate to present everything in a packet that way to show everything to result in the Change Order.

Mayor Pro Tem Thomas asked Mr. Knighton to respond to and address the recommendation to bring Keck & Wood in on the project.

Mr. Knighton noted Keck & Wood was hired by the City as the Project Manager and noted he is happy to report that they were instrumental in developing a grant proposal through ARC whereas the City of Stockbridge

has been recommended for approval of the grant in the amount of \$150,000 for pedestrian connectivity, with the award pending approval first from another entity, noting it looks favorable for the City. Mr. Knighton noted Keck & Wood is also working with the City on the railroad Quite Zone and noted they could be brought in to provide a role if necessary and working TSW, the designer of the Amphitheater and H. J. Russell, the contractor.

Councilman Blount agreed with the concerns that have been expressed and noted this is a major Capital Improvement project that is going on and the questions that has been on the table for him and his colleagues is they were told that all they needed to do was add an amendment to something that had already been approved throughout the contract with the \$700,000+ and find out that information presented was incorrect, noting the question itself has been on the table for quite a while, and he had specifically asked questions regarding this Change Order item, and was not given correct information causing the need for this special called meeting. Councilman Blount further noted he and the Council rely on the expertise of staff and legal personnel and expect the information given to them to be correct. Councilman Blount went on to say the cause of the mistake needs to be remedied to avoid this from happening again, especially with more projects forthcoming.

Councilman Alexander concurred with the recommendation of Councilwoman Barber and Mayor Pro Tem Thomas to bring in Keck & Wood, noting TSW and H J Russell are interested parties, and that Keck & Wood would be looking out in the best interest of the City and 3rd party independent arbiter solely to avoid the predicament the City is now in, and find ourselves in repeatedly, noting this would be beneficial for the Amphitheater project and future City projects.

Mayor Ford noted there was a consensus to bring in Keck & Wood and asked for the process and payment as the Project Manager.

Mr. Knighton noted Keck & Wood has staff members who would be brought in at an hourly wage to provide project management, noting they are a well-respected firm and would have the ability to provide the additional set of eyes for this project and would be integrated into the overview process.

Councilwoman Gantt questioned the cost of adding Keck & Wood, to which she has no objection, noting it was her understanding the Council had been made aware of the change order being presented and what has taken place already and there were objections, and is why she made the initial motion, and although there is a question to there being a change order that was not in the contract calls her to have a have a two-part question.

1. Whether or not when the City planned out for the Amphitheater was the \$700,000 or those conditions, even though it was not in the contract and we thought they were, was that considered as part of the cost estimate to build the Amphitheater?
2. Now that we are considering bringing on Keck & Wood, it would be irresponsible to vote on this added expense without having an idea of the cost.

There was a consensus of the Council to authorize up to the City Manager's spending authority to cover the expense of Keck & Wood and return to the Council for additional funding if needed.

Councilwoman Barber made the request for TSW, H. J. Russell, and Keck & Wood to be present when presenting Amphitheater matters for subject matter expertise.

Councilman motioned to approve as presented; add Keck & Wood as the Project Manager to the Amphitheater Project - authorizing the City Manager to cover the cost within the spending authority up to \$25,000; and mandating Reporting Requirements of a representative from TSW, H. J. Russell and Keck & Wood present on all Amphitheater matters; second by Councilwoman Barber. The motion passed 5-0.

2. Council Discussion - TSPLOST Proposed Transportation Project List
Presented by Randy Knighton, City Manager
Mr. Knighton noted Henry County is proposing a Transportation SPLOST (TSPLOST) on the November 3, 2020 ballot which could raise an estimated \$204 million for road projects, sidewalks, trails, resurfacing projects, etc. Mr. Knighton referenced the County's Special Called Meeting on June 30, 2020 at 6:00 P.M. with all Henry County cities invited to discuss their city's potential projects; provided by list of the County's proposed list, and each District list, along with the Intergovernmental Agreement (IGA). Mr. Knighton noted the IGA would have to be approved by July 31st and afterwards would be sent to the Elections Office to be placed on the ballot in November for a vote.

Mr. Knighton reviewed the project list which includes the widening of Rock Quarry Rd in the amount of \$2 million, State Road 81 widening in the amount of \$23 million and Jonesboro Rd. to Mt. Carmel in the amount of \$35 million, which makes up the bulk of the projects cost; and some resurfacing projects totaling \$143 million with 70% taken off.

Councilman Alexander stated he would like the citizens to know the difference in the different plans. Mr. Knighton explained the Comprehensive Plan deals with Land Use (Residential, Commercial and Mixed-use areas); Overlay Districts deals with the designs of a City and how it should look; Comprehensive Transportation Plan deals with certain transportation projects; TSPLOST (Transportation Special Local Option Sales Tax) is \$.1 on the dollar when citizens purchase goods and services and SPLOST (Special Purpose Local Option Sales Tax) can be used for Capital Projects.

The consensus of the Council was to finalize the list following the joint meeting scheduled to take place at the County Administration Bldg. on Tuesday, June 30, 2020 at 6:00 p.m.

Mayor Pro Tem Thomas motioned to adjourn at 4:35 p.m.; second by Councilwoman Barber. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Anthony S. Ford, Mayor



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

7/28/2020

FUNDING SOURCE

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Decius T. Aaron/Brad Holtsinger

ITEM/PROJECT/EVENT: Replace influent, effluent and sludge valves at WWTP

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ SPONSORSHIP
- ☒ DEPT. FUND BALANCE

DESCRIPTION:

Approve Change Order No. 2 in the amount of **\$283,481.61**. The project would replace influent, effluent and sludge valves, re-attach the stairs to the SBR basins. And add SCADA controls to HCWA interconnection at Flippen Road/Mimosa Drive.

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

\$283,481.61



Carter & Sloope
CONSULTING ENGINEERS

July 17, 2020

Mr. Decius Aaron
Public Works Director
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

VIA Email

RE: City of Stockbridge
WWTP Improvements and Glynn Addy Pump Station Rehabilitation
C&S Project No.: S9100.013 & .014

Dear Mr. Aaron:

At the request of the City, Allsouth Constructors, Inc. has provided pricing for 1) Improvements to the Sequencing Batch Reactors (SBRs) at the Wastewater Treatment Plant; 2) Revised SCADA location for the HCWA Interconnection; 3) Valve Replacement/Addition at the Ground Storage Tank; 4) Replacing Existing Pressure Transmitter at the Groundwater Pumping Station Clearwell; and 5) Electrical Improvements to provide Aerator/Mixer signals to the Wastewater Treatment Plant SCADA. A description of each task is described below:

1. Improvements to the Sequencing Batch Reactors (SBRs) at the Wastewater Treatment Plant:
 - a. The existing influent, effluent and sludge valves have reached the end of their useful life and are in need of replacement. Deferred replacement will result in failure of the valves; causing process upsets and reducing plant capacity by 50% while undergoing repair. Each basin will be drained to accommodate replacement of the sludge valves and thus provides an opportunity to clean and remove accumulated solids from each tank, increasing the capacity of the tanks. Additionally, while the basins are drained, the Contractor will repair the access ladders. These ladders are currently not structurally sound and could cause serious injury to operators if someone was to access the basins with these ladders. This is an immediate danger to operators and should be corrected as soon as possible.
 - b. Work Included:
 - i. Replacement of each influent 10" Plug Valve and Actuator (2 valves);
 - ii. Replacement of each effluent 18" Butterfly Valve and Actuator (2 valves);
 - iii. Replacement of each sludge 8" Plug Valve and Actuator (2 valves) and necessary piping modifications;
 - iv. Cleaning each SBR basin; and,
 - v. Repair of the existing basin access ladders
2. Revised SCADA location with new Actuated Valve for the Henry County Water Authority (HCWA) Water Interconnection and Backflow Preventer Installation:
 - a. The City currently has multiple water interconnections with HCWA, including near the intersection of Flippen Road x Mimosa Drive, with this location being in close proximity with the existing Ground Storage Tank and 1 Million Gallon Elevated Storage Tank. Providing a SCADA controlled valve and redundant feed adjacent to the tanks will provide increased resiliency to the water system and allow Operators to

supplement water demands during peak periods, emergency shutdowns or routine maintenance as opposed to the previous location. This change will also allow the Operators to better utilize the existing infrastructure as demands increase into the future. The existing backflow preventer (BFP) at this interconnection has failed during testing and with maintenance becoming increasingly difficult is in need of replacement.

- b. Work Included:
 - i. New Electrical Panel, surge protection and appurtenances for a complete installation;
 - ii. New 8" Plug Valve and Actuator; and
 - iii. Replace existing BFP with new City supplied BFP.
3. Valve Replacement/Addition at the Ground Storage Tank:
 - a. There is currently a piping connection between the discharge of the existing Booster Pump Station (BPS) and the Ground Storage Tank (GST) influent feed that does not allow operators to utilize the BPS due to re-circulation and over-pressurization of the distribution system. The addition of a new 8" gate valve will allow operators to utilize the BPS to fill the existing Elevated Storage Tank and supplement peak demands. Additionally, the existing in-flow control valve for the GST has reached the end of its useful life and is in need of replacement.
 - b. Work Included:
 - i. Replacement of GST influent 8" Butterfly Valve and Actuator with 8" Plug Valve; and
 - ii. Install a new 8" Gate Valve.
4. Replace Pressure Transmitter at the Groundwater Pumping Station Clearwell:
 - a. The existing Pressure Transmitter provides intermittent service and has resulted in numerous overflows and unaccounted for water.
 - b. Work Included:
 - i. Remove and Replace existing Pressure Transmitter with new Pressure Transmitter.
5. Electrical Improvements to provide Aerator/Mixer signals to the Wastewater Treatment Plant SCADA:
 - a. The City operators recently replaced all of the aerators and mixers in each SBR basin. Neither the previous nor the recently replaced aerators and mixers provide running feedback to the Plant SCADA. Providing these signals will allow operators to verify the aerators and mixers are operating as required, to monitor runtimes to aid in maintenance checkpoints and greater control of the SBR processes.
 - b. Work Included:
 - i. Provide a hard-wired connection between the MCC and the SCADA PLC; and;
 - ii. Integrate signal into Plant SCADA.

The table below provides an overall summary of the project budget and includes the pricing provided by the Contractor for the work described above along with a fee for Engineering Services for Design, Construction Administration and Observation related to these items of work.

Description	Original Cost	Anticipated Cost	Cost Difference	% Over/Under Budget
Total Base Bid for Construction	\$ 4,615,391.00	\$ 4,608,192.00	\$ (7,199.00)	-0.16%
Contingencies	\$ 461,539.10	\$ -	\$ (461,539.10)	-100.00%
Change Order #1 - Old Conyers LS Rehab. and FM Repl. - Const.	\$ -	\$ 720,500.00	\$ 720,500.00	N/A
Change Order #2 - Const.	\$ -	\$ 242,981.61	\$ 242,981.61	N/A
Design, Bidding & Construction Management (PO #35159)	\$ 204,400.00	\$ 204,400.00	\$ -	0.00%
Old Conyers LS Rehab and FM Replacement - Eng.	\$ -	\$ 66,900.00	\$ 66,900.00	N/A
Change Order #2 - Eng.	\$ -	\$ 40,500.00	\$ 40,500.00	N/A
Total Project Cost =	\$ 5,281,330.10	\$ 5,883,473.61	\$ 602,143.51	11.40%

July 17, 2020

This addition would expedite completion of the work and reduce the additional costs associated with advertisement, bidding and construction administration. Because of their satisfactory work to date, proximity and similar scope in regard to the WWTP Improvements, **Carter & Sloope recommends amending Allsouth Constructors, Inc. contract by Change Order to increase it in the amount of \$242,981.61 for a total amended contract amount of \$5,571,673.61. Our engineering agreement will also need to be amended for our additional work to administer the construction contract and provide observation services for this work. We propose to provide these services for an hourly, not-to-exceed cost of \$40,500 and will budget 192 man-hours for this project and can provide more if needed. The City will need to increase the available funds for this project by \$283,481.61 for a total project funding of \$5,883,473.61.**

Please execute and return to our office all four copies of the attached Contract Change Order. We will deliver 2 originals to you following execution.

If you have any questions or need any additional information, please call us.

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

CC: Mr. Brad Holtsinger, City of Stockbridge

Change Order

No. 2

Date of Issuance: July 17, 2020

Effective Date: _____

Project: WWTP Improvements
and Glynn Addv Pump Station

Owner: City of Stockbridge

Owner's Contract No.:

Contract:

Date of Contract:

Contractor: Allsouth Constructors, Inc.

Engineer's Project No.: S9100.013 &
S9100.014

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Task 1 – Improvements to the Sequencing Batch Reactors at the Wastewater Treatment Plant

Task 2 – Revised SCADA location with new Actuated Valve for the Henry County Water Authority Water Interconnection and Backflow Preventer Installation

Task 3 – Valve Replacement/Addition at the Ground Storage Tank

Task 4 – Replace Pressure Transmitter at the Groundwater Pumping Station Clearwell

Task 5 – Electrical Improvements to provide Aerator/Mixer signals to the Wastewater Treatment Plant SCADA

Attachments (list documents supporting change):

Contract Change Order

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 4,608,192.00

Increase [Decrease] from previously approved
Change Orders No. 0 to No. 1:

\$ 720,500

Contract Price prior to this Change Order:

\$ 5,328,692.00

Increase [Decrease] of this Change Order:

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): January 7, 2020

Ready for final payment (days or date): February 11, 2020

Increase [Decrease] from previously approved Change Orders
No. 0 to No. 1:

Substantial completion (days): 180 days

Ready for final payment (days): 180 days

Contract Times prior to this Change Order:

Substantial completion (days or date): May 30, 2020

Ready for final payment (days or date): July 5, 2020

Increase [Decrease] of this Change Order:

Substantial completion (days or date): 45 days from material delivery

«ClientName»
«ProjName1»
«ProjName2»

C & S Project No. «ProjNo»
«SpecDate»20

\$ 242,981.61

Ready for final payment (days or date): 45 days from material delivery

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 5,571,673.61

Substantial completion (days or date): TBD

Ready for final payment (days or date): TBD

RECOMMENDED:

By: Martin C. Boyd

Engineer (Authorized Signature)

Date: 07/17/2020

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Signature)

Date: _____

Date: N/A

«ClientName»

«ProjName1»

«ProjName2»

C & S Project No. «ProjNo»

«SpecDate»20

CONTRACT CHANGE ORDER

S9100.013 & S9100.014 - Change Order #2 Attachment

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE
Task 1	Contractor to remove and replace existing SBR influent, effluent and sludge valves and actuators with 2 - 10" Plug Valve with Actuators (Influent), 2 - 18" Butterfly Valve with Actuators (Effluent) and 2 - 8" Plug Valve and Actuators (Sludge). Work to include all electrical and control modifications and appurtenances for a complete installation. Contractor also to clean and remove all accumulated solids from each basin and repair basin access ladders.	1	LS	\$163,004
Task 2	Contractor to provide a new Panelboard (240/120V, 1PH, 3W, 100A), Surge Protection Device, lighting and receptables, cables, conduits, fittings, wiring, ground and support hardware for a complete installation. Contractor shall also install Owner supplied backflow preventer into the existing meter vault with all necessary fittings, piping and appurtenances.	1	LS	\$33,526
Task 3	Contractor to remove existing 8" butterfly valve and actuator and replace with a new 8" plug valve and actuator and install in the existing manhole with all necessary piping and fittings for a complete installation. Contractor to install new 8" gate valve, with valve box and lid, on existing water main with all necessary piping and fittings for a complete installation.	1	LS	\$26,018
Task 4	Contractor to remove existing pressure transmitter and install new submersible pressure transducer with all necessary instrumentation and accessories for a complete installation.	1	LS	\$4,108
Task 5	Contractor to provide all labor and materials necessary to add running and runtime monitoring to the Wastewater Treatment Plant SCADA for the existing 8 aerators and 2 mixers.	1	LS	\$16,323
	NET CHANGE IN CONTRACT PRICE =			
	TOTAL CHANGE IN CONTRACT PRICE			



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

07/13/2020

FUNDING SOURCE

☒ Action requested by City Council

☐ For informational purposes only

☐ Budget Amendment Required

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Decius T. Aaron

ITEM/PROJECT/EVENT: Burke Street sewer main rehabilitation.

- | | |
|-------------------------------------|--------------------|
| ☐ | GENERAL FUND |
| ☐ | FUND BALANCE |
| ☐ | SPLOST |
| ☐ | CDBG |
| ☐ | GRANT FUNDING |
| ☐ | COUNCIL INITIATIVE |
| ☐ | SPONSORSHIP |
| ☒ | DEPT. FUND BALANCE |

DESCRIPTION: Carter & Sloope, Inc. Task Order No. 20 for the rehabilitation of approximately 2,500 linear feet of existing gravity sewer mains, with manholes, using the information collected during the Burke Street sanitary sewer main evaluation. The design will include open cut, cast in place and pipe bursting as necessary to minimize disturbance to the surrounding area.

Funding Source: Water and Sewer Fund Balance

APPROVED BY:

FINANCE DEPT. _____

CITY MANAGER _____

AMOUNT

\$80,580.00

Task Release

THIS ___ day of _____, 2020 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, dated January 31, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

- 1.1 This Task Release is for a Project described as:
Burke Street Sanitary Sewer Main Evaluation Amendment 1
C&S Project No. S9100.031

2. The Work:

Carter & Sloop shall provide for the rehabilitation of approximately 2,500 LF of existing gravity sanitary sewer mains, with manholes, using the information collected during the Burke Street Sanitary Sewer Main Evaluation. The design will include open-cut, cast-in place and pipe-bursting as necessary to minimize disturbance to the surrounding area. The Engineer shall provide the following Work on the Project as defined herein and as follows:

- 2.1 **Design** – Carter & Sloop will furnish a survey crew to survey the project areas. Surveying will include linear surveying to locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. The City of Stockbridge will need to expose all manholes along the alignment that are currently paved over to allow access by the surveyor. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that local knowledge from Owner's personnel is extremely valuable so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloop will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the linear surveying is completed, we will prepare preliminary design documents (60% complete) for the proposed sewerage system improvements. We will meet with Owner's personnel to present the preliminary design for review. We will address any comments the Owner has with the preliminary design and then prepare and furnish detailed construction Drawings and Specifications in a 16 division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will review Owner's comments and recommendations and incorporate needed changes in the final

design (100% complete) documents, which will include detailed construction plans and technical specifications.

Carter & Sloope will provide the Owner with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in AutoCAD (DWG) and Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

2.2 Permitting Assistance – Carter & Sloope will provide technical criteria, written descriptions, and design data to assist the Owner in obtaining permits required for the project with the understanding that it is the Owner's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. We will also assist the Owner in consultations with such authorities and revise the Drawings and Specifications and permit applications in response to directives from such authorities, if necessary. At a minimum, we anticipate the following:

- a. *Georgia Utility Permitting System* for utility encroachment permit applications through the Georgia Department of Transportation;
- b. *Land Disturbing Perm Application to the Local Issuing Authority*, which is the City of Stockbridge;
- c. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)*; and
- d. *Notice of Intent* to the District EPD Office.

2.3 Bidding – C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law including posting of the project to the *Georgia Procurement Registry*. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The Client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all

decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our scope of work, however, one can be added as an Additional Service if requested by the Owner.

C&S will attend and manage the Bid Opening, review bids, and prepare a certified Bid Tabulation. We will provide a Letter of Recommendation to the Owner regarding award of the contract as appropriate and assist in assembling and awarding contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Owner for their review and approval.

2.4 Construction Administration – Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Owner’s representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner’s contract with the Contractor.

- d. *Change Orders*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- g. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings*: C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- i. *Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - ii. By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer

responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- j. *Record Drawings:* We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Owner operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Owner and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Owner. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Owner and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor.

- We will notify the Contractor and the Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
 - o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

2.5 Construction Observation – C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. **We have budgeted 216 man-hours for this project and can provide more man-hours if needed as an Additional Service.** Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in

the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or

Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3. Contract Time:

Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

4. Fee Summary:

Fee Basis

We propose to complete our work for Basic Services described herein for Tasks 2.1, 2.2, 2.3 & 2.4 for the lump sum amounts listed below. Task 2.5 will be completed as needed on an hourly basis in accordance with our Hourly Fee Schedule in the Master Agreement. No lump sum or hourly fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
2.1	Engineering Design	Lump Sum \$ <u>22,060</u>
2.2	Permitting Assistance	Lump Sum \$ <u>1,640</u>
2.3	Bidding	Lump Sum \$ <u>6,800</u>
2.4	Construction Administration	Lump Sum \$ <u>22,000</u>
2.5	Construction Observation (assumes <u>216</u> man-hours)	Hourly not-to-exceed \$ <u>28,080</u>
<i>Total of Items 2.1 – 2.5 Inclusive:</i>		\$ 80,580.00

Fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

- 4.1 The Owner agrees to pay the Engineer for the Work described the **amounts up to the not-to-exceed pricing provided herein** for the agreed upon scope described herein.

4.2 **Reimbursable Expenses/Sub-Consultants**

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees.

- 4.3 **Additional Services:** Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with Exhibit A in the Master Agreement executed between the Owner and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, Owner's schedule, and revising previously accepted reports, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required because of Owner providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review, processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- g. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- h. Determining the acceptability of substitute materials and equipment proposed after the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- i. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment or services.
- j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- k. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any hazardous materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5)

acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

- l. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event the engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- m. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical and materials testing and consulting services.
- n. Delineating wetlands or flood plain determinations.
- o. U.S. Army Corps of Engineering Permitting other than submitting pre-construction notification documents.
- p. Providing topographic and/or linear surveys or any type of property or boundary surveys and providing other special field surveys not specifically detailed in the Basic Services.
- q. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services.
- r. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.
- s. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- t. Hydraulic capacity evaluation of the sewer main is excluded from the Basic Services.
- u. All building and permit fees and building inspection fees.
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

5. The Primary Contacts:

- 5.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Chad Peden, P.E.
Name

(706) 769-4119
Phone

cpeden@cartersloope.com
Email

- 5.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Name

Phone

Email

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Stockbridge ("Owner")
 _____ Signature By: <u>Martin C. Boyd, PE.</u> Title: <u>Senior Engineer</u> Date: <u>July 9</u> , 2020	 _____ Signature By: <u>Randy Knighton</u> Title: <u>City Manager</u> Date: _____, 2020



City of Stockbridge

Staff/Council Recommendation For Council Approval

Meeting Date

07/28/2020

☒ Action requested by City Council

☐ For informational purposes only

☐ Budget Amendment Required

FROM ACCOUNT:

TO ACCOUNT:

PRESENTER: Decius T. Aaron

ITEM/PROJECT/EVENT: Davis Road Sidewalk Phase I

FUNDING SOURCE

- | | |
|-------------------------------------|--------------------|
| ☐ | GENERAL FUND |
| ☐ | FUND BALANCE |
| ☐ | SPLOST |
| ☐ | CDBG |
| ☒ | GRANT FUNDING |
| ☐ | COUNCIL INITIATIVE |
| ☐ | SPONSORSHIP |
| ☐ | DEPT. FUND BALANCE |

DESCRIPTION:

Approve Change Order No. 4 (Final) in the amount of **\$31,724.92** for Phase I of the Davis Road Sidewalk Project.

Original bid amount was **\$510,700.00**, Change Order No. 4 will increase contract to **\$550,953.67**, which is an increase of **\$40,253.67**. The grant award from GDOT for this project was **\$640,000.00**.

APPROVED BY:

FINANCE DEPT. John Wiggins

CITY MANAGER Don Akitt

AMOUNT

\$31,724.92

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

TE PROJECT CONCEPT REPORT

GDOT P.I. Number: 0010731

FEDERAL FUNDS: \$640,000.00

MATCHING FUNDS: \$316,873.50

PROPOSED CONSTRUCTION START DATE: August 2015

PROJECT SPONSOR: City of Stockbridge, GA

CONTACT PERSON: Mayor Mark Alarcon, 770-389-7900

Date of Report: December 14TH, 2012

The undersigned have reviewed the concept report:

Date District Engineer

Date State Environmental Administrator

Date State Traffic Engineer

Date State Transportation Planning Administrator

This project concept is contained in the Regional Transportation Program (RTP) and/or in the State Transportation Improvement Program (STIP). The concept as presented herein and submitted for approval is consistent with that which is included in the RTP and/or STIP. (Information copies have been provided to the following offices: Engineering Services, Maintenance, Road Design, Urban Design, Bridge Design, and Right-of-Way. Their comments are welcomed.)

TE PROJECT COMMON NAME: Davis Road and South Berry Street Sidewalks

TE PROJECT LOCATION: The project limits are (1) Davis Road, beginning at N. Henry Boulevard/SR 42/SR 138/US 23, and ending at Creek Circle/Clark Park; and (2) South Berry Street, beginning at 2nd Street and ending at Railroad Street. This project is located in the City of Stockbridge, Henry County, Georgia.

TE PROJECT CONCEPT: Davis Road Phase 1 will construct a sidewalk along the south and west side of Davis Road starting at Creek Circle at Clark Park ending at Shields Road approximately 4,000 feet. Sidewalk 550 feet long will also be constructed along South Berry Street from 2nd Street to Railroad Street. The proposed sidewalk will be 6' wide 4" thick concrete. Right of way will be required for the sidewalk expansion.

Davis Road Add Alternate Phase 2 will construct a sidewalk along the south and west side of Davis Road starting at Shields Road ending at N. Henry Boulevard/SR 42/SR 138/US 23 approximately 3,086 feet. The proposed sidewalk will be 6' wide 4" thick concrete. Right of way will be required for the sidewalk expansion.

The project design will conform to the provisions of the Americans with Disabilities Act (ADA). The speed limit along Davis Road is 35 mph, and 25 mph on South Berry Street. The existing travel lanes will not be modified on Davis Road, however South Berry Street will require asphalt leveling and overlay. The cost of this project will exceed the TE granted funds. The remaining costs will be the responsibility of the Sponsor.

PROPOSED TYPICAL SECTION: The typical section for Davis Road Phase 1 is existing 50' Right-of-way, two 10.5' wide travel lanes; on south/west bound side proposed 4' wide grass strip, 6' wide 4" thick concrete sidewalks, earth ditch, utility poles exist approximately 12.5' from edge of travel lane.

The typical section for Davis Road Add Alternate Phase 2 is existing 50' Right-of-way, two 10.5' wide travel lanes; on south/west bound side proposed 4' wide grass strip, 6' wide 4" thick concrete sidewalks, utility poles exist approximately 12.5' from edge of travel lane.

The typical section for South Berry Street is existing 30' Right-of-way, two 10.5' wide travel lanes; on the south/west side proposed 24" curb and gutter with adjacent 6' wide 4" thick concrete sidewalk. Asphalt leveling and overlay will be performed in this section to ensure proper drainage.

RIGHT-OF-WAY OR EASEMENTS REQUIRED: Yes

NUMBER OF PARCELS: 46

MAJOR STRUCTURES: None

PERMITS REQUIRED: Land disturbance permit

LEVEL OF ENVIRONMENTAL ANALYSIS: CATEGORICAL EXCLUSION

SECTION 4(f)/SECTION 106 INVOLVEMENT: None anticipated.

OTHER KNOWN OR SUSPECTED ENVIRONMENTAL ISSUES: None anticipated.

LEVEL OF PUBLIC INVOLVEMENT: None anticipated.

DESIGN STANDARDS TO BE USED:

AASHTO, GDOT, MUTCD, ADA

DESIGN VARIANCES/EXCEPTIONS REQUIRED: None anticipated.

PROPRIETARY ITEMS REQUEST: None

PEDESTRIAN LIGHTING: No

LANDSCAPING: No

IRRIGATION: No

OTHER GDOT PROJECTS IN IMMEDIATE VICINITY OF TE PROJECT: None

CONCEPT TEAM MEETING HELD AND PERSONS PRESENT:

City scope review meeting held on 7/5/2012. Attended by:

Adam Price, PE, Falcon Design Consultants

Lee Stuart, City Mayor, City of Stockbridge

Harold Cochran, City Council, City of Stockbridge

Mark Alercon, City Council, City of Stockbridge

John Palmer, Falcon Design Consultants

FIELD REVIEW HELD: 7/5/2012

RAILROAD INVOLVEMENT: None

UTILITIES:

Utility	Company	Phone Number
Water	City of Stockbridge	770-389-7900
Sanitary		
Sewer	City of Stockbridge	770-389-7900
Phone	AT&T	1-800-620-6000
Electricity	Georgia Power	404-506-6526
Gas	Atlanta Gas Light	1-800-427-5463
	Charter	
Cable	Communications	877-223-0801

Utilities will be relocated.

ATTACHMENTS: Location Map, Existing and Proposed Typical Sections,
Cost Estimate, Notice of Location and Design Approval

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 10, 2018

Mr. Decius T. Aaron
Public Works Director
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

Subject: Scope Change Acceptance
Project 0010731
CR 82/CS 755/Davis Rd @ 1 Loc & CS 584/Shields Rd @ 1 Loc, Henry County

Dear Mr. Walter:

The scope change request letter dated 09/20/2017 for this project has been reviewed and accepted. Please note the federal funding amount of \$640,000.00 has not changed. Also, preliminary engineering costs associated with the previous scope do not qualify as local match.

If you have any questions, please call Mr. Mark Lawing at (404) 631-1982.

Sincerely,

A handwritten signature in cursive script, reading "Kimberly W. Nesbitt".

Kimberly W. Nesbitt
State Program Delivery Administrator

KN:ML

cc: Moreland Altobelli Associates, Inc. – TE Consultant
file

RESOLUTION NO. RA-1086

**A RESOLUTION TO AUTHORIZE THE DAVIS ROAD SIDEWALK
PHASE I PROJECT**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, it is proposed that the Davis Road Sidewalk Phase I project in the amount of \$510,700.00 be approved;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The Davis Road Sidewalk Phase I project in the amount of \$510,700.00 as presented to the City Council on August 12, 2019 is hereby approved by the City Council. All actions of the City staff, Mayor and Council taken in contemplation of this resolution are hereby ratified and approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

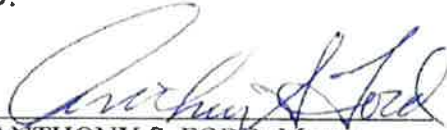
SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

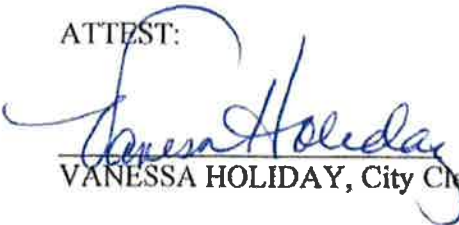
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of August, 2019.


ANTHONY S. FORD, Mayor

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

Davis Road Sidewalk Project

	<u>Contract Amount</u>	<u>Billed to Date</u>	<u>Project Remainder</u>
Excellere Construction	\$ 550,953.67	\$ 491,231.11	\$ 59,722.56
Jack Burnside	\$ 4,650.00	\$ 4,140.00	\$ 510.00
Falcon	\$ 19,500.00	\$ 19,198.50	\$ 301.50
United Consulting	\$ 20,621.36	\$ 20,621.36	\$
Total	\$ 595,725.03	\$ 535,190.97	\$ 60,534.06



July 6, 2020

Mr. Decius Aaron
Public Works Director –Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

RE: City of Stockbridge – Davis Road Sidewalks
Project: CR82/CS 755/DAVIS RD @ 1 LOC & CS 584/SHIELDS RD @ 1 LOC
P.I. No. 0010731, Henry County
Change Order No. 4 - Final

Dear Mr. Aaron,

Falcon Design Consultants, LLC (FDC) has created "Change Order No. 4 - Final" to adjust the contract price for the City of Stockbridge's "Davis Road Sidewalks" project due to changes made in the field and the design of the retaining walls. This change order reflects the actual quantities utilized to complete the work performed to date.

This change order reflects the quantity adjustments for any and all project overruns and underruns from the contract quantity.

"Change Order No. 4 - Final" creates a net increase in the contract price of \$31,724.92 over the previously approved change orders. The project's final adjusted contract amount is Five Hundred Fifty Thousand Nine Hundred Fifty-Three Point Sixty-Seven Dollars (\$550,953.67). Attached is a copy of "Change Order No. 4 -Final" for your use.

Should you have any questions, please contact us at 770-389-8666.

Sincerely,

James L. Jones III, P.E.,

Senior Project Manager

Falcon Design Consultants, LLC.

Attachments:

Change Order No. 4 - Final



**CR 82/CS 755/DAVIS RD @ 1
LOC & CS 584/SHEILDS RD @
1 LOC, Henry County
GDOT PI#0010731**

Change Order **No. 4 - Final**

Date of Issuance: June 30, 2020

Effective Date: June 30, 2020

Owner: City of Stockbridge

Owner's Contract No.: 2019-00016

Contract: Davis Road Sidewalks, P.I.# 0010731

Date of Notice to Proceed: Sept. 24, 2019

Contractor: Excellere Construction, LLC.

Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Final adjustment of actual quantities measured in the project

Attachments (list documents supporting change):

Spreadsheet with actual quantities.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: 180 Calendar days

\$ 510,700.00

Substantial completion days: 180 Calendar days

Ready for final payment days: 180 Calendar days

Change from previously approved Change Orders LAP #1 & LAP#3:

Change from previously approved Change Orders LAP#2:

\$ 8,528.75

Substantial completion (days): 50 days

Ready for final payment (days): 50 days

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 519,228.75

Substantial completion days: 230 Calendar days

Ready for final payment days: 230 Calendar days

Increase of this Change Order:

Contract Time Change for this Change Order:

\$ 31,724.92

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change

Contract Times with all approved Change Orders:

\$ 550,953.67

Substantial completion days: 230 Calendar days

Ready for final payment days: 230 Calendar days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 

By: _____

By: 

Falcon Design Consultants, LLC

City of Stockbridge, GA

Excellere Construction, LLC.

Date: July 6, 2020

Date: _____

Date: July 06, 2020

PROJECT QUANTITY TABULATION

City of Stockbridge - Davis Road Sidewalks

2019-00016 GDOT P.I. #0010731

30-Jun-20

Excellere Construction, LLC
4343 Shallowford Rd, Ste B6B
Marietta, GA 30062

ITEM NO.:	GDOT Item No	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	150-1000	1	L.S.	TRAFFIC CONTROL	\$ 2,257.00	\$ 2,257.00
2	210-0100	1	L.S.	GRADING COMPLETE	\$ 117,078.06	\$ 117,078.06
3	310-5060	363.21	S.Y.	GR AGGR BASE CRS, 6 INCH, INCL MATL	\$ 10.46	\$ 3,795.18
4	310-5120	340.08	S.Y.	GR AGGR BASE CRS, 12 INCH, INCL MATL	\$ 30.28	\$ 10,297.62
5	402-3113	0	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITM MATL & H LIME	\$ 466.16	\$ -
6	441-0014	363.21	S.Y.	DRIVEWAY CONCRETE, 6 IN TK	\$ 54.84	\$ 19,918.44
7	441-0104	1968.03	S.Y.	CONC SIDEWALK, 4 IN	\$ 44.75	\$ 74,644.34
8	441-6012	1224.92	L.F.	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$ 28.80	\$ 35,277.70
9	444-2000	1201	L.F.	SAWCUT EXISTING ASPHALT	\$ 2.38	\$ 2,858.38
10	515-1002	277.17	L.F.	FERROUS METAL HANDRAIL, TWO PIPE	\$ 77.69	\$ 21,533.34
11	610-0209	0	L.F.	REMOVE CHAIN LINK FENCE, 4 FT	\$ 9.62	\$ -
12	610-0300	225	L.F.	REM FENCE -	\$ 9.62	\$ 2,164.50
13	610-0301	0	EA	REM GATE	\$ 192.23	\$ -
14	610-2815	28	SY	REN CONC SIDEWALK	\$ 18.28	\$ 511.84
15	610-5788	0	EA	REMOVE CHAIN LINK GATE	\$ 192.23	\$ -
16	610-6515	3	EA	REM HWY SIGN, STD	\$ 30.52	\$ 91.56
17	611-4996	0	EA	RESET GATE -	\$ 384.47	\$ -
18	611-5004	0	EA	RESET CHAIN LINK FENCE GATE	\$ 384.47	\$ -
19	611-5010	0	LF	RESET CHAIN LINK FENCE, 4 FT	\$ 17.39	\$ -
20	611-5360	2	EA	RESET HWY SIGN	\$ 61.05	\$ 122.10
21	630-0010	4333	SF	SEGMENTAL CONCRETE FACING UNITS	\$ 37.78	\$ 163,700.74
22	630-0200	488.06	CY	MODULAR BLOCK RETAINING WALL BACKFILL MATERIAL	\$ 9.69	\$ 4,535.50
23	630-0300	1317.43	LF	CONCRETE LEVELING PAD	\$ 3.00	\$ 3,952.47
24	630-0600	1272.49	LF	MODULAR BLOCK RETAINING WALL PRECAST COPING	\$ 6.99	\$ 8,894.71
25	634-1200	4	EA	RIGHT OF WAY MARKERS	\$ 83.99	\$ 335.96
26	636-1036	36	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$ 19.92	\$ 717.12
27	636-2070	44	LF	GALV STEEL POST, TP 7	\$ 9.94	\$ 437.36
28	643-0103	194	LF	FIELD FENCE BARBED WIRE, 3 STRANDS	\$ 15.54	\$ 3,014.76
29	653-1704	84.75	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$ 7.40	\$ 479.15
30	653-6004	170.72	SY	THERMOPLASTIC TRAF STRIPING, WHITE	\$ 9.60	\$ 1,638.91
31	656-0050	43	LF	REMOVE EXIST SOLID TRAF STRIPE, 5 IN, THERMOPLASTIC	\$ 3.11	\$ 133.73
32	656-0240	51	LF	REMOVE EXIST SOLID TRAF STRIPE, 24 IN, THERMOPLASTIC	\$ 6.22	\$ 317.22
Section EROSION CONTROL ITEMS (TE Funding Eligible)						
33	163-0232	0	AC	TEMPORARY GRASSING	\$ 0.01	\$ -
34	163-0240	0	TN	MULCH	\$ 0.01	\$ -
35	165-0030	0	LF	MAINTENANCE OF SILT FENCE, TP C	\$ 0.01	\$ -
36	167-1000	6	MG	WATER QUALITY MONITORING AND SAMPLING	\$ 660.40	\$ 3,962.40
37	167-1500	20	EA	WATER QUALITY INSPECTIONS	\$ 1.00	\$ 20.00
38	171-0030	3648	LF	TEMPORARY SILT FENCE, TP C	\$ 1.48	\$ 5,399.04
39	700-6910	0	ACRE	PERMANENT GRASSING	\$ 0.01	\$ -
40	700-7000	0	TN	AGRICULTURAL LIME	\$ 0.01	\$ -
41	700-8000	0	TN	FERTILIZER MIXED GRADE	\$ 0.01	\$ -
42	700-8100	0	LB	FERTILIZER NITROGEN CONTENT	\$ 0.01	\$ -
Section DRAINAGE ITEMS (TE Funding Eligible)						
43	550-1180	515	LF	STORM DRAIN PIPE, 18 IN, H 1-10	\$ 60.31	\$ 31,059.65
44	550-2180	57	LF	SIDE DRAIN PIPE, 18 IN, H 1-10	\$ 60.31	\$ 3,437.67
45	668-6112	15	LF	TRENCH DRAIN, 12 IN	\$ 244.80	\$ 3,672.00
46	550-3418	2	EA	SAFETY END SECTION 18 IN, SIDE DRAIN, 4:1 SLOPE	\$ 2,431.30	\$ 4,862.60
47	610-1890	52	LF	REM SIDE DRAIN PIPE	\$ 8.47	\$ 440.44
48	668-2100	4	EA	DROP INLET, GP 1	\$ 2,714.86	\$ 10,859.44
49	550-2120	192	LF	SIDE DRAIN PIPE, 12 IN, H 1-10	\$ 16.00	\$ 3,072.00
50	668-2100	1	EA	DROP INLET, GP 1	\$ 2,707.95	\$ 2,707.95
51	550-2120	5	LF	SIDE DRAIN PIPE, 18 IN, H 1-10	\$ 256.00	\$ 1,280.00
52	668-6112	6	LF	TRENCH DRAIN, 12 IN	\$ 244.80	\$ 1,468.80
TOTAL						\$ 550,953.67



City of Stockbridge

Agenda Request Form

Meeting Date

July 28, 2020

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

THE WATER, SEWER AND STORMWATER FUND BALANCE

AMOUNT \$406,922.00

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2019-0007P – 2021 KENWORTH
KENT 470 TANDEM AXLE – MHC KENWORTH - ATLANTA

BACKGROUND INFORMATION:

On July 17, 2018, the Georgia Department of Administrative Services, awarded the Statewide contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies. The contract was awarded to seven vendors, including MHC Kenworth-Atlanta. The contract was effective August 8, 2018 and expired August 31, 2019. The contract was renewed September 1, 2019 and expires August 31, 2020.

Through a strategically sourced procurement, The State Purchasing Department of the Department of Administrative Services (DOAS) has established a Statewide Contract (SWC) for Truck Chassis and Truck Bodies with seven (7) vendors.

This contract provides a variety of Truck Chassis and Truck Bodies in the following Gross Vehicle Weight Rating (GVWR) categories: 12,500 GVWR, 15,000 GVWR, 19,500 GVWR, 19,500 GVWR DOT HERO, 26,000 GVWR, 36,000 GVWR, 52,000 GVWR, and 56,000 GVWR.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to MHC Kenworth-Atlanta, contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies, City of Stockbridge Procurement Contract Number Request For Proposals (RFP) No. 2019-0007P, for the Public Works Department, for the purchase of a 2021 Kenworth Kent 470 Tandem Axle, in the estimated amount of \$406,922.00.

The purpose of this contract is to provide the City with a 2021 Kenworth Kent 470 Tandem Axle, necessary for the Water Sewer and Stormwater Divisions to:

Water, Sewer and Stormwater

The Vac-Con Truck will be used by the Water, Sewer and Stormwater Divisions to perform a variety of functions.

Excavation has always been a technique in construction and infrastructure projects, but more recently excavation with hydrovac units, called hydro-excavation, is gaining popularity due to its precision and safety benefits. Hydro-excavation is a non-destructive digging process that utilizes pressurized water and a powerful vacuum system to remove soil. Unlike traditional methods such as shovels and backhoes which can cause severe damage to underground utilities and their operators, hydro-excavation can safely excavate around utilities and expose them. Utilizing a Vac-Con Truck for these types of projects is efficient, accurate and safe. Vac-Con Trucks are equipped with hoses and handgun wands that precisely cut into the soil with pressurized water. As the soil is loosened, the unit's boom is extended out to vacuum the debris into the unit's debris body tank where it is either disposed of or placed back on to the excavation site. Vac-Con Trucks may also be used for street flushing, chemical and water-spraying services and transfer pumps. A Vac-Con Truck can also be used for the installation of signs, utility poles, fence posts and other components that need to be placed into the ground at a certain depth. A Vac-Con Truck can precisely excavate the right diameter and depth with ease. In the same way that hydro-excavating can accurately excavate for slot trenching, a hydrovac unit only affects the immediate jobsite, eliminating the need to backfill unlike with traditional methods used for piling hole digging.

Potholing and daylighting are becoming the most common tasks for Vac-Con Truck operators. This is the technique of exposing already installed underground utilities before beginning new infrastructure work or repairs to said utilities.

Water

The Water Division will use the Vac-Con Truck for the hydro-excavation of water services water mains, deep infrastructure repairs, cleaning the clear well at the Water Plant, etc.

Sewer

The Sewer Division will use the Vac-Con Truck for the hydro-excavation of sewer services, sewer mains, to remove debris from manholes and sewer lines, cleaning liftstation wet wells, excavating around utilities and by-pass pumping during substantial rain events.

Stormwater

The Stormwater Division will use the Vac-Con Truck to remove debris from catch basins, drop inlets and other stormwater infrastructures.

Vac-Con Truck Cost Split

Division	Cost Percentage	Funding Source	Cost
Sewer	45%	Sewer Fund Balance	\$183,114.90
Water	35%	Water Fund Balance	\$142,422.70
Stormwater	20%	Stormwater Fund Balance	\$81,384.40
Total	100%		\$406,922.00

By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Water, Sewer and Stormwater Divisions will prepare the requisition to Procurement for the purchase the 2021 Kenworth Kent 470 Tandem Axle.

The City of Stockbridge Ordinance, Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from Water, Sewer and Stormwater Fund Balance

APPROVED BY:

LEGAL: YES NO or N/A Sign _____

PROCUREMENT YES NO or N/A Sign Lindell Y. Miller

FINANCE DEPT: YES NO or N/A Sign _____

CITY MANAGER: YES NO or N/A Sign _____



City of Stockbridge

Agenda Request Form

Meeting Date

July 28, 2020

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

ACTION

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

FUND BALANCE

AMOUNT \$78,652.00

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2020-00025P - 306 HYDRAULIC EXCAVATORS - YANCEY BROTHERS COMPANY

BACKGROUND INFORMATION:

On August 1, 2014, the Georgia Department of Administrative Services, awarded the Statewide contract number 99999-001-SPD0000102 for Tractors & Mowers. The contract was awarded to twenty - seven Suppliers, including Yancy Brothers Company, contract number 99999-001-SPD0000102-0025. The contract was renewed August 1, 2019 and expires July 31, 2020.

Through a strategically sourced procurement, The State Purchasing Department of the Department of Administrative Services (DOAS) has established a Statewide Contract (SWC) for Tractors & Mowers with twenty-seven (27) suppliers.

This contract is available for use by all State Agencies and The Board of Regents' Universities & Colleges. Additionally, the contract allows for all local municipalities within the State of Georgia, to take advantage of the Statewide Contract. This includes cities, towns, counties, and political sub-division entities.

The contract's initial term was from August 1, 2014 - July 31, 2016. In addition, the State has renewal options and the contract was renewed August 1, 2019 and expires July 31, 2020.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to Yancy Brothers Company, contract number 99999-001-SPD0000102-0025 for Tractor & Mowers, City of Stockbridge Procurement Contract Number Request For Proposals (RFP) No. 2020-00025P, for the Public Works Department for the purchase of a 306 Hydraulic Excavator, in the estimated amount of \$78,652.00.

The purpose of this contract is to provide the City with a 306 Hydraulic Excavator, necessary for the Water and Sewer Department to excavate water and sewer mains services that exceed eight (8) feet in depth. The City has numerous water and sewer mains and services that exceed eight (8) feet in depth. Purchasing the 306 Hydraulic Excavator eliminates the additional cost of contracting with an outside vendor, in the event of a water-sewer main break.

By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Water and Sewer Department will prepare the requisition to Procurement for the purchase the excavator.

The City of Stockbridge Ordinance, Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from Water and Sewer Fund Balance

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign _____
PROCUREMENT	YES	NO	or N/A Sign <u>Lindell Y. Miller</u>
FINANCE DEPT:	YES	NO	or N/A Sign _____
CITY MANAGER:	YES	NO	or N/A Sign _____



July 8, 2020

CITY OF STOCKBRIDGE

4640 N. HENRY BOULEVARD
STOCKBRIDGE
Georgia
30281

RE: Quote 190637-03

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 306 Hydraulic Excavators

MACHINE SPECIFICATIONS

306 07A CFG14A CAB/ANGLE	579-2613
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BUCKET-HD, 24", 4.6 FT ³ , 5T	464-9911
STICK, LONG, ANGLE BLADE	579-2627
BLADE, ANGLE, BOCE, CAB	579-2605

LINES, BOOM	532-7892
LINES, STICK	532-7890
LINKAGE BUCKET W/ LIFTING EYE	538-2697
TRACK, 16", RUBBER BELT	527-2800
LIGHTS, STANDARD	522-6498
SEAT, MECH SUSP, FABRIC	569-7627
RADIO	511-6219
MONITOR NEXT GEN, CAMERA READY	557-5068
CAMERA, REAR VIEW	522-6505
CAT KEY, WITH PASSCODE OPTION	522-6460
INSTRUCTIONS, ANSI	535-8483
COUNTERWEIGHT, EXTRA	542-6391
MIRROR, CAB, RIGHT	523-6409
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
PRODUCT LINK, CELLULAR PLE643	522-6503
LANE 3 ORDER	0P-9003
CONTROL, QUICK COUPLER	532-8607
LINES, AUX, QC, LONG STK	532-8634
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492

Standard Equipment

POWERTRAIN

CAT C2.4T diesel engine

Automatic engine idle

U.S. EPA tier 4 final

Automatic engine shut-off

EU stage V

ISO 9249/EEC 80/1270

Rated net power 41.7 kW - 2,400 rpm -

ISO 9249/EEC 80/1269

Electronic engine, turbo, DPF (diesel particulate filter)

Automatic swing brake

Automatic two speed travel

Fuel and water separator with indicator

Radial seal air filter, double element

with warning indicator

UNDERCARRIAGE

Greased and lubricated track

Hydraulic track adjusters

Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump

Variable displacement piston pump

Load sensing/flow sharing hydraulics

Power on demand

Hydraulic temperature monitoring

Accumulator certified

ELECTRICAL

90 ampere alternator

650 CCA maintenance free battery

Battery disconnect

Circuit breaker

Ignition key stop switch

Signaling/warning horn

Work lights:

-Cab, boom left

OPERATOR ENVIRONMENT

Ergonomic joysticks control levers

Adjustable wrist rests

Pattern changer

- Camera ready

Cup holder

Hydraulic lockout for all controls

Color LCD monitor:

- Fuel level, coolant temp, & warning indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numeric security code
- Multiple languages
- Hour meter
- Ground level wakeup switch

Literature holder

Molded footrests

Removable washable floor mat

Retractable fluorescent seat belt

Travel control pedals with hand levers

Utility space for mobile phone

Skylight

Mounting bosses for front & top guard

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Caterpillar corporate "one key" system

Locks on external enclosure doors

Lockable fuel cap

Beacon socket

Ecology drain - engine

Radial seal engine air filter, double element with restriction indicator

Side by side engine & hydraulic oil cooler

Stick steer mode

Cruise control mode

Power on demand

Rear reflectors

Roll over protective structure (ROPS)
(ISO 12117-2)

Product link PL243 (regulations apply)

Auxiliary hydraulic lines

- 1-way and 2-way (combined function)

- Auxiliary line quick disconnects

- Adjustable auxiliary flow

- Continuous flow

- Adjustable auxiliary relief

Thumb ready stick

SELL PRICE	78,850
NET BALANCE DUE	78,850
TOTAL QUOTE PRICE	78,850

WARRANTY

Standard Warranty: 2yr/2,000 premier coverage

F.O.B/TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Nick Bova
Machine Sales Representative



City of Stockbridge

Agenda Request Form

Meeting Date

July 28, 2020

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

WATER DEPARTMENT BUDGET

AMOUNT \$69,673.84

BUDGET ADJUSTMENT/ N/A

FROM ACCOUNT: _____

TO ACCOUNT: _____

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER 2019-0007P – INTERNATIONAL CV DUMP BED TRUCK - 306 HYDRAULIC

BACKGROUND INFORMATION:

On July 17, 2018, the Georgia Department of Administrative Services, awarded the Statewide contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies. The contract was awarded to seven vendors, including Rush Truck Center of Ga, Inc. The contract was effective August 8, 2018 and expired August 31, 2019. The contract was renewed September 1, 2019 and expires August 31, 2020.

Through a strategically sourced procurement, The State Purchasing Department of the Department of Administrative Services (DOAS) has established a Statewide Contract (SWC) for Truck Chassis and Truck Bodies with seven (7) vendors.

This contract provides a variety of Truck Chassis and Truck Bodies in the following Gross Vehicle Weight Rating (GVWR) categories: 12,500 GVWR, 15,000 GVWR, 19,500 GVWR, 19,500 GVWR DOT HERO, 26,000 GVWR, 36,000 GVWR, 52,000 GVWR, and 56,000 GVWR.

STAFF RECOMMENDATION:

The Procurement Division is requesting Council approval to piggyback and award a contract to Rush Truck Center of Ga, Inc., contract number 99999-001-SPD00000155 for Truck Chassis and Truck Bodies, City of Stockbridge Procurement Contract Number Request For Proposals (RFP) No. 2019-0007P, for the Public Works Department, for the purchase of an International CV Dump Bed Truck, in the estimated amount of \$69,673.84.

The purpose of this contract is to provide the City with an International CV Dump Bed Truck, necessary for the Water and Sewer Department to bring and remove debris from work sites and due to the size of the CV Dump Bed Truck, a smaller area is impacted and drivers are not required to possess a commercial driver license.

By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Water and Sewer Department will prepare the requisition to Procurement for the purchase the International CV Dump Bed Truck.

The City of Stockbridge Ordinance, Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from Water Department Budget (505-44200-542200)

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign_____
PROCUREMENT	YES	NO	or N/A Sign <u>Lindell Y. Miller</u>
FINANCE DEPT:	YES	NO	or N/A Sign_____
CITY MANAGER:	YES	NO	or N/A Sign_____

Line Item: 4	26,000 lbs. GVWR Cab and Chassis
Model Name:	INTERNATIONAL
Manufacturer:	INTERNATIONAL
Model No.:	2020 CV 2011 XW107X-SEAX
Bidders Name:	RUSH TRUCK OF GEORGIA DBA RUCH TRUCK OF ATLANTA

Requested
Equal?
Yes

Truck Base Unit Price

\$62,891.00

Return to Pricing

Tab Index 1A1

Required Bodies					
Line Item#	Item Description			Length (FT)	Price
1	14 FT Flatbed Body all Metal Construction with Treadplate Floor			14'	\$ 3,900.00
Regional Delivery Price - FOB Destination: (see Attachment F- Georgia Regional Map)					
Location	Square Miles	Price	Location	Square Miles	Price
Region 1	5,006.09	\$325.00	Region 7	5,025.43	\$375.00
Region 2	3,391.58	\$325.00	Region 8	5,220.56	\$375.00
Region 3	2,973.72	\$125.00	Region 9	6,138.77	\$475.00
Region 4	3,255.10	\$150.00	Region 10	5,895.87	\$475.00
Region 5	3,921.28	\$325.00	Region 11	7,815.27	\$475.00
Region 6	3,202.63	\$325.00	Region 12	5,667.44	\$475.00

Average Delivery Price: \$ 352.08

DOAS SPECIFIED Truck Options, Equipment & Accessories			
Line Item#	Item Description	Length (FT)	Price
2	Stakes (approximately 42" to 48" in height)		\$1,450.00
3	6 speed maual transmission 520 lbs. ft. torque rating. 6 bolt PTO openings on the sides of the case. Eaton FS-5306 A or approved equal with 4.88 to 1 rear axle ratio in lieu of Allison automatic.		-\$4,973.00
4	6 speed automatic. 800 lbs. ft. torque capacity. Allison MD3000RDS (wide ratio). Equipped with a push button shift selector and a PTO gear. In lieu of Allison MD 3000RDS (close ratio) automatic.		INCLUDED IN BID
5	Full width bench seat with vinyl upholstery.		-\$290.00
6	Electromagnetic or air actuated fan clutch.		\$394.00
7	84" (+ or - 6"), Standard cab to axle		N/C
8	108" (+ or - 6"), Standard cab to axle		\$150.00
9	120" (+ or - 6"), Standard cab to axle		\$200.00
10	144" (+ or - 6"), Standard cab to axle		\$250.00
11	150" (+ or - 6"), Standard cab to axle		\$300.00
12	Five (5) year, 100,000 mile powertrain and engine electronics warranty.		\$2,050.00
13	PTO (Power Take Off)		\$2,350.00

SUPPLIER SPECIFIED Truck Options, Equipment & Accessories

List ALL ITEMS on your truck build sheet (other than truck bodies) including but not limited to all cab to axle chassis lengths, Extended Warranties, Gas Engines, etc.

Line Item#	Item Description	Price
14	TILT WHEEL	\$32K
15	CUMMINS EXHAUST BRAKE	\$38K
16	WINDSHIELD WIPERS FORCED TO SLOW DOWN	\$26
17	HALOGEN HEADLIGHTS	\$58
18	TEST EXTERIOR LIGHTS - PRE-TRIP	\$42
19	HEADLIGHTS ON WITH WIPERS	\$22
20	PARKING BRAKE HORN	\$42
21	AIR HORN	\$94
22	BLOCK HEATER	\$88
23	PTO SWITCH	\$116
24	TRANSMISSION TEMPERATURE GAGE	\$48
25	WHEEL SEALS FRONT AND REAR	\$113.00
26	5 YEAR ALLISON	\$468
27	6 PACK SWITCHES	\$690
28	12 PACK SWITCHES	\$1,380
29	4 CLOSED SWITCHES - DUMP TRUCK	\$275
30	FRONT SNOW PLOW LIGHT HARNESS	\$167

INCLUDED
INCLUDED

INCLUDED

31	PRE-TRIP INSPECTION	\$45
32	COBRA CB MOUNTED WITH ANTENNAS	\$651
33	POWER WINDOWS AND DOOR LOCKS	\$307
34	HORN SOUND - PARKING BREAK IS LEFT OFF	\$45
35	TRAILER PARKING BRAKE AIR WITH HAND CONTROL VALVE	\$1,280
36	2 YELLOW SAFETY INTERIOR GRABHANDLE	\$33
37	RIGHT HAND CONVEX LOOKDOWN MIRROR	\$49
38	RIGHT HAND HOOD MIRROR	\$96
39	CUMMINS 260 HP 660 TORQUE	\$1,686
40	CUMMINS 300 HP 660 TORQUE	\$3,104
41	CUMMINS 325 HP 750 TORQUE	\$3,849
42	CREW CAB - 6 MAN	\$9,411
43	EXTENDED CAB	\$3,807
44	REAR SEAT FOR CREW CAB OR EXTENDED CAB	\$836
45	ALLISON TRANSMISSION - 5 YEAR WARRANTY	\$600
46	BODY: ITE	
47	CONSPICUITY RED/WHITE REFLECTIVE TAPE	\$ 85.00
48	14' FBD, 16 TON CAPACITY HOIST	\$ 10,750.00
49	LIFTMOORE MODEL 4000X CRANE - 4000# CAPACITY, BODY/SPRING REINFORCEMENT,	
50	MANUAL OUT/DOWN OUTRIGGERS - FITS UP TO 19500 GVW	\$ 18,930.00
51	LIFTMOORE MODEL 6036WX CRANE - 6000# CAPACITY, BODY/SPRING REINFORCEMENT	
52	MANUAL OUT/DOWN OUTRIGGERS - FITS UP TO 19500 GVW	\$ 22,290.00
53	WALTCO 2000 LB CAPACITY LIFTGATE	\$ 5,327.00
54	THIEMAN TUK-A-WAY 2,000 lb CAPACITY LIFTGATE	\$ 3,830.00
55	RECEIVER HITCH - INCLUDES CHAIN EYES & TRAILER PLUG	\$ 400.00
56	25 TON PINTLE HITCH - INCLUDES CHAIN EYES & TRAILER PLUG	\$ 850.00

INCLUDED

INCLUDED

INCLUDED

SUPPLIER SPECIFIED Truck Bodies

List ALL Additional Truck Bodies the Suppliers will make available for sale at Dealer Invoice "cost" plus DOAS Administrative Fee (1%)

Line Item#	Item Description
57	CUSTOM BUILT BODIES AND EQUIPMENT CONFIGURATIONS TO MEET USER REQUIREMENTS
58	SIGN TRUCK
59	CHIPPER BODY
60	UTILITY BODY
61	MECHANICS BODY WITH OR WITHOUT CRANES
62	LINE BODIES FOR WATER & STREET DEPARTMENT
63	COMPRESSORS/GENERATOR/WELDER/JUMP START COMBO
64	CATCH BASIN
65	AIR COMPRESSORS - 20CFM - 200CFM
66	HOOK LIFTS
67	NEW WAY REFUSE BODIES - TYMCO STREET SWEEPERS
68	ALTEC AERIAL DEVICE/BODY - ALTEC D-SERIES DIGGER DERRICKS/BODY - ALTEC SERVICE BODIES
69	VACTOR SEWER CLEANER - ELGIN STREET SWEEPER - PETERSON GRAPPLE/KNUCKLEBOOM

70	2020 INTERNATIONAL MODEL CV 19,500 GVW CHASSIS INCLUDES: AM/FM W/BLEETOOTH, JUMP START, 6.6 DIESEL, 350HP, 700# TORQUE, ALLISON 1750 RDS AUTOMATIC TRANSMISSION, DRIVER & 2-MAN PASSENGER W/AIR BAGS, LOCKING DIFFERENTIAL, 5 YEAR/100,000 MILE ENGINE WARRANTY	
	2020 INTERNATIONAL CV CHASSIS DEDUCT	-\$11,937.00
71	2020 RUGBY ELMINATOR 3/4 YD. 10' BOX DUMP WITH 10 TON HOIST, 1/4 CAB PROTECTOR, ELEC. TARP, (1) UNDERSLUNG BOX	\$17,905.00
	TOTAL 2020 INTERNATIONAL CV CHASSIS	\$50,954.00
	TOTAL 2020 RUGBY ELIMINATOR BOX DUMP	\$18,030.00
	1% DOAS FEE	689.84
	GRAND TOTAL CHASSIS AND BODY	\$69,673.84

Kurt Hohlstein
KURT HOHLSTEIN