



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
June 29, 2021 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, JUNE 29, 2021 6:00 PM

Mayor & City Council

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

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

ZOOM INFORMATION:

<https://us02web.zoom.us/j/82606489114?pwd=TVdubE9BYy9EVnFhQmNQRRHRtbEVqdz09>
Passcode: 518693

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Review of the TSPLOST Joint Meeting Minutes 4/15/2021
- 2 Review of the Council Meeting Minutes 5/10/2021
- 3 Review of the Work Session Meeting Minutes 5/25/2021

PUBLIC COMMENTS

PRESENTATION

4 Projects Update - Falcon Design and Consultants

OLD BUSINESS

5 Council Consideration to approve TSPLOST Project List

NEW BUSINESS

- 6 Council consideration to approve Task Order No. 28 with Carter & Sloope - Walter Way Lift Station and Memorial Park Lift Station Rehabilitation in the amount of \$124,900.00. Funding Source - Wastewater Department Fund Balance - Presented by: Decius Aaron, Brad Holtsinger
- 7 Council consideration to approve Task Order No. 29 with Carter & Sloope - Water Service Line Replacement in the amount of \$62,700.00. Funding Source - Water Department Fund Balance - Presented by: Decius Aaron, Donnie Mullis
- 8 Council consideration to approve Task Order No. 30 with Carter & Sloope - Water System Improvements in the amount of \$85,800.00. Funding Source - Water Department Fund Balance. - Presented by: Decius Aaron, Donnie Mullis
- 9 Council consideration to approve Task Order No. 31 with Carter & Sloope - Northbridge Subdivision Sanitary Sewer Main Rehabilitation in the amount of \$176,900.00. Funding Source - Wastewater Fund Balance. - Presented by: Decius Aaron, Brad Holtsinger
- 10 Council Consideration to amend the Ordinance to provide for the regulation of Small Box Discount Stores (Distance Requirements). - Presented by: Brecca Johnson
- 11 Council Consideration to amend the City's Personnel Policy. - Presented by: Renee Wheeler
- 12 Council Consideration to approve Amphitheater Change Order in the amount of \$142,269.00. Funding Source - Fund Balance - Presented by: Randy Knighton, Carl Trevathan
- 13 Council Consideration to approve Amphitheater Change Order Request in the amount of \$210,661.00 Funding Source - Bond

- Presented by: Randy Knighton, Carl Trevathan

DISCUSSION

14 Amphitheater Status Update and Operation

MAYOR'S COMMENTS (Mayor Anthony Ford)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS - CITY OFFICES WILL BE CLOSED MONDAY, JULY 5TH IN OBSERVANCE OF THE JULY 4TH HOLIDAY.
UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further

notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. □ Virtual Town Hall Meeting on Quite Zone and Railroad Crossing , Thursday, July 1st at 6 p.m. Via Zoom □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. - Via Zoom - (Jul 9) □ City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. (Jul 12) □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Jul 20) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Jul 20) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Jul 22) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted (July 27). CITY EVENT/INITIATIVES Food Truck Tuesday, Clark Park 111 Davis Rd. Dates: July 6th, July 13th, July 20th, July 27th Please join Mayor Anthony S. Ford July at Clark Park 111 Davis Rd. Friday, July 9th from 5 p.m. to 9 p.m. for the Divine Food Truck Rally.

ADJOURNMENT



SUMMARY MINUTES TSPLOST JOINT TRANSPORTATION MEETING

Henry County Board of Commissioners
City of Hampton Council - City of Locust Grove Council
City of McDonough Council - City of Stockbridge Council
6:00 p.m. Thursday, April 15, 2021
Via WebEx, Facebook Live and Henry TV

Mayor & Council in attendance:

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

Also in Attendance: Randy Knighton, City Manager and Vanessa Holiday, City Clerk, Attorney Quinton Washington, and Jeremy Berry

Purpose: Joint Meeting with Cities to discuss Transportation Special Purpose Local Option Sales Tax (TSPLOST) regarding:

- Possible projects for inclusion in the referendum
- The rate of tax to be imposed
- Execution of an intergovernmental agreement

Transportation Special Purpose Local Option Sales Tax (T-SPLOST)

Discussion

Cheri Hobson-Matthews, County Manager confirmed quorum for the County and advised that this was televised live. She went over the initial discussions for T-SPLOST and proceeding with a referendum. Last June, the Board of Commissioners (BOC) acted upon Resolution to proceed with a TSPLOST, which was subsequently pushed back due to COVID-19. The Resolution was subsequently rescinded but then the Board further directed staff to place this on the upcoming November 2021 ballot regarding the imposition of an additional tax for transportation purposes. She further explained that there will be speakers on the purpose of the T-SPLOST, as well as members from staff presenting projects for consideration. There were some initial conversations with the Board members regarding the projects and the list is not finalized, but there is a preliminary list for

consideration. The Finance team will also discuss distribution and the options for funding. Once County staff finishes, the Cities will be given a chance to make presentation and/or questions for County staff or Sam VanVolkenburgh. The meeting will then have a brief overview of the Intergovernmental Agreement. There will be no action taken on that IGA tonight, but it is required by law to have this meeting to proceed with the T-SPLOST. She yielded to the Transportation Director to be followed by the Financial Services Director and then the SPLOST Project Director. Ms. Hobson-Matthews asked that any questions be entered into the Chat feature that is monitored by Tech Services to present to the entire group. She also asked that the lines be muted when not speaking. When the Q&A portion begins, the County Manager asked that the City Manager/Mayor individually recognize their respective representative to ask question, to maintain order.

Sam Baker, Director of Transportation Planning, gave information on the ability to enact an additional sales tax for funding Transportation projects and how they are done. This formal meeting is held to discuss this sales tax and potential projects to be included in the referendum and other vital information pertaining to same. During the initial part of his presentation, he gave an overview and difference between SPLOST and T-SPLOST. He then explained the restrictions regarding the need for IGA for a T-SPLOST and what that can be spent on as well as that it has a maximum of 5 years to be enforced. Mr. Baker then went over the timeline for T-SPLOST from tonight's meeting to the placement on the ballot on November 2, 2021. He then yielded the floor to the Financial Services Director to discuss the revenues from T-SPLOST, if approved, and how they will be split between the county and the Cities and other available options.

David Smith, Director of Financial Services, explained that if the IGA is approved, then the additional one penny which could generate revenue in the approximate amount of \$210 million dollars. Without this IGA, the county and the Cities could potentially lose \$52 million dollars. He advised that the assessment of the potential revenues is based on current SPLOST-V revenues. He then went over the possibilities available with the T-SPLOST revenues. Mr. Smith explained that he is starting with his recommendation because it is beneficial for the county and the Cities to view them now. These are based on the 2019 census and are estimates. He presented the Single County T-SPLOST-Comparison chart with the different splits on the IGA between county and the Cities. He then yielded the floor to Mr. Romero.

Roque Romero, SPLOST Transportation Projects Director, went by District to present the preliminary list which was mentioned earlier by the County Manager. These were detailed in the presentation and available on the County website. He then turned the meeting back over to the County Manager.

Ms. Hobson-Matthews explained that copies of this presentation will be provided to all the City Managers to share with their Councils and their respective Mayors and staff. Referring to the specifically shared projects, she wished to make sure that the projects will not only provide some relief but will also provide improvement and additional thoroughfares around the County. Pointing out the asterisk (*) by the Population IGA on the Single-County T-SPLOST Comparison slide, it was clarified that this is staff recommendation because the shared projects will have the Cities commit to ensure their portions are paid for within the project. Staff wishes to schedule some time with City officials to determine if any projects coincide with those that they are to share between County and their Cities. Ms. Hobson-Matthews further explained that staff developed this list based on projects that were either “shovel-ready” or identified in the Comprehensive Transportation Plan, which was done jointly between the County and the Four Cities. At this point, the County Manager paused to turn the meeting over to the Chair for recognizing any questions or comments from the BOC and then each of the Cities, in alphabetical order, for same.

Chair Harrell called for questions or comments from the Board at this time. There were none. The Chair indicated there was some mention of Walt Stephens Road and Flippen Road widening in the Chat feature.

Hampton City Manager Cohilas commented the citizens would be voting on the referendum and the officials are voting on the distribution.

Stockbridge Mayor Pro Tem Elton Alexander commented that everyone needs to work together collectively and noted that when I-75 has been backed up, most drivers exit at the Hwy. 138 exit and travel to Walt Stephens and Flippen, two of the busiest corridors in Henry County. The widening of these roads is long overdue and must be addressed. Mayor Pro Tem Alexander commented residents of their respective cities are both City and County residents and the County has a greater responsibility noting density will be the driver.

Stockbridge Mayor Anthony Ford referred to the Population IGA (on the abovementioned slide) and noted that the 2020 Census results may not come out until September 2021; he wondered if that would be too late to utilize the data at that time.

Ms. Hobson-Matthews responded that it will be too late in September for that data to be obtained given that the IGA must be signed by June 15, 2021. The distribution method in the IGA must be agreed upon. Staff is utilizing the 2019 projected numbers so that the results from the 2010 Census do not have to be used. Sam VanVolkenburgh, Henry County Attorney’s Office, added that the June 15th deadline is a conservative timeframe for completing the IGA. If good data can be

received on the 2020 Census within the next couple of months, then adjustments can be made, and the deadline reasonably pushed.

Stockbridge Mayor Anthony Ford referred to District IV, Rock Quarry widening and Eagles Landing Pkwy and Hudson Bridge Road, those portions inside the City of Stockbridge, he added that the city would participate and help pay for those as they are part of the city. He yielded to Mr. Knighton for presentation and remarks.

Randy Knighton, City Manager, City of Stockbridge, gave a presentation. Of note was the amphitheater project with a total seating capacity of 4,000 located in the downtown area. He gave an update on the design of this amphitheater and the surrounding roadways and areas for the Board. He also presented a draft list of T-SPLOST projects for Stockbridge. Mr. Knighton emphasized commitment to the Capital projects - one which is nearing completion and another which has committed funds, tying them all together to enhance economic development opportunities and re-development in the Stockbridge downtown area, where the proposed project list is focused.

Chair Harrell asked that the City Manager share this presentation with the County Manager; Mr. Knighton complied with the Chair's request.

McDonough - There were no questions or comments from the City of McDonough.

Locust Grove Councilman Keith Boone, City of Locust Grove, asked if these projects get funded if this gets passed.

Ms. Hobson-Matthews responded that the project list presented is the "best guess" in terms of expected revenues to be collected. The intent is to ensure that every project listed will be funded entirely.

Hampton - Steve Hutchinson, Mayor, City of Hampton, agreed with Mayor Ford's comment about receiving the results of the 2020 Census as it would help each City and the county; he also remarked that he is present tonight to listen and collect all the information. He yielded to anyone on his Council or the City Manager for questions or comments.

Alex Cohilas, City Manager, City of Hampton, agreed with the recommendation to go with a population based IGA. He asked when the Board members will share their position on the IGA and whether they will support this recommendation. He also remarked that if the population numbers are not back by the time it is to go to the ballot, whether the wording on the ballot could be drafted that the IGA is entered into based on no less than the numbers for the 2019 population. However, when the 2020 numbers come in, the distributions can be adjusted to reflect those

numbers since the collection of the T-SPLOST would not begin until after those numbers are received.

Chair Harrell directed the question for the County Attorney to respond.

Mr. VanVolkenburgh responded that it is a creative idea, but the IGA must specify the estimated dollar amounts for each Transportation project; if those numbers shift, it may be open to interpretation on whether or not the voters were given correct information and what they would be relying upon for each District, each City for each project.

Mayor Hutchinson expressed his appreciation for the work put in on these presentations by County staff.

Councilman Henry Byrd, City of Hampton, remarked that he did not hear of any projects within the city limits and wanted to know if that is correct.

Ms. Hobson-Matthews responded that many of the projects are major thoroughfare projects and while they may not be in the city, they will impact the residents, nevertheless.

Chair Harrell asked if the Cities would be responsible for their own project lists, like the presentation made by the City of Stockbridge.

Ms. Hobson-Matthews responded that was correct and added that the County will share its project list with the Cities to see if there are any projects that they will commit to sharing in terms of improvements. The presentations will be shared on the County website and given to each of the city representative and reminded everyone that this is a draft list based on staff recommendations.

Chair Harrell referred to the project list for the County and expressed concern about not seeing anything listed for Walt Stephens and Flippen Road. There are several housing developments being built in that area and something needs to be improved upon Flippen Road as these get developed and built.

Ms. Hobson-Matthews responded that it would seem that 90% of that road falls within the municipal boundaries of the City of Stockbridge and that may be a project that the city would want to consider adding to its list. Any portion within the county would prompt discussion in terms of sharing that cost. The County Manager repeated that the projects for consideration have already got designs and some are shovel ready.

Chair Harrell recognized Councilwoman Gantt and then Mayor Pro Tem Alexander for questions/comments. Councilwoman LaKeisha T. Gantt, City of

Stockbridge, asked how the needed dollar amounts on the joint/shared projects will be identified for the City's share.

Ms. Hobson-Matthews responded that in District IV, the Rock Quarry Road widening project and the Eagles Landing Pkwy/Hudson Bridge Road project are both partially located within the City of Stockbridge. Whatever percentages of those roadways are located within the city that would be the percentage that the city would be responsible for paying. She further explained that 30.5% of the Eagles Landing/Hudson Bridge is in Stockbridge and 69.5% is in the County. The City would be responsible for 0.89 miles (\$489,982) and the County would be responsible for 2.01 miles (\$1,116,518). For Rock Quarry Road, 70% of that is located within Stockbridge and 30% is located within Henry County. The 70% would equate to 1.71 miles (\$18,686,500); 30% would equate (for the County) to 0.74 miles (\$8,008,500).

Mayor Pro Tem Alexander remarked that the businesses along those roadways are affected. The City's budget is \$10 million dollars a year; the County budget is \$160+ million dollars a year. He disagrees with the percentage breakdown between City and County. He believes that the revenues generated by the affected businesses are disproportionate to the City or County and the City cannot afford such expenses as are currently divided up. He does not support the current formula of division of responsibility as it is not affordable to the Cities' budget limitations.

Mayor Ford remarked that the process of payment division should be further discussed and reviewed, particularly concerning Flippen Road and Walt Stephens Road and how they are divided between location of roadway within City and County limits.

Discussion of Intergovernmental Agreement

Ms. Hobson-Matthews noted that several comments were taken from the Chat feature regarding the IGA, specifically that from the City of Hampton and City of Stockbridge. There will need to be internal discussion on the Board's position and expectations on the IGA. Referring to Councilman Alexander's remarks about the roads having no defined boundaries, there are other revenue sources outside of T-SPLOST, such as SPLOST and grant opportunities. Staff will review the comments and then meet with each Commissioner and then bring a final recommendation to the BOC. She then yielded the floor to Mr. VanVolkenburgh.

Mr. VanVolkenburgh wished to highlight the points in the IGA, notably the issuance of bonds in anticipation of sales tax proceeds. He displayed a draft of the IGA for the viewers and the Board. Using the bonds and then paying them with sales tax would help the projects move to completion more quickly. He went over other key factors within the draft IGA. Regarding the issuance of the debt, Mr. VanVolkenburgh pointed out that there are two options: that the county can issue

the debt for itself and any of the Cities who want to issue the debt and the Cities would be responsible for helping to pay back their share of debt from their share of the proceeds, or the County issues its debt and the City issues its debt separately.

Ms. Hobson-Matthews noted that the City Attorneys want to be provided a copy of the draft of the IGA.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:14 p.m.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



Where Community Connects

SUMMARY MINUTES COUNCIL MEETING

MONDAY, MAY 10, 2021 6:00 P.M.

Mayor & City Council

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

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney
Decius Aaron, Public Works Director
Alan Peterson, Economic Dev. Dir.
Brecca Johnson, Community Dev. Dir.

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 Blount.

Pledge of Allegiance was recited all in unison.

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

Councilman Blount motioned to adopt the Agenda; second by Mayor Pro Tem Alexander. The motion passed 5-0.

Councilman Blount motioned for the approval of the Minutes for the following meetings: second by Councilwoman Barber. The motion passed 5-0.

1. 3/8/2021
2. 3/30/2021

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

- Dr. Chaleetra “CJ” Hornes noted the initiatives put forth by Mayor Pro Tem Alexander and supports him remaining on the Stockbridge City Council.
- Ms. Zenoa Griffiths supports Mayor Pro Tem Alexander remaining on the Stockbridge City Council.
- Mr. Charles Marshall supports the elected body of Stockbridge and the positive efforts made by the City and supports Mayor Pro Tem remaining on the Stockbridge City Council.
- Mrs. Yvonne Marshall supports the Economic Development and Beautification efforts of Mayor Pro Tem Alexander and supports him remaining on the Stockbridge City Council.
- Mr. Maxwell Sears supports the support of businesses by Mayor Pro Tem Alexander and support him remaining on the Stockbridge City Council.
- Resident “Smith” of Bryant Street asked the Mayor & Council to please investigate the equipment that was running for several hours on the night of April 29, 2021 at the Amphitheater construction site.

CEREMONIAL

Mayor Ford presented the following proclamations:

Asian-American Pacific Islander Heritage Month Proclamation

Mayor Pro Tem Alexander encouraged diversity and noted the City of Stockbridge stands with the Asian-American Pacific Islander community, especially considering recent tragedies, stating all are welcome, noting Stockbridge celebrates and recognizes all members of the community noting everyone’s value and thanked Dr. Henson for being present to represent the Asian-American Pacific Islander community.

Dr. Lily Henson of Piedmont Henry thanked the City for presenting her with the proclamation and spoke of her family’s history and sacrifices that pave the way for her and her siblings to attend college and made her what she is and represents today; and thanked the City for recognizing the Asian-American Pacific Islander heritage and contributions to the community.

National Nurses Appreciation Week Proclamation was presented.

National Teacher’s Appreciation Week Proclamation was presented.

Annual Professional Municipal Clerk Week Proclamation

City Clerk Vanessa Holiday thanked the Mayor & Council for the proclamation and recognized the members of the Clerk’s Office Team, Randi Rainey, Sharee Lane, Kerri Stewart and Zenovia Pearson and gave a brief overview of their roles and thanked the Mayor & Council and City Manager for investing in the team with education, training and technology which prepared the Clerk’s Office to operate seamlessly during COVID-19.

National Day of Prayer Proclamation was presented.

NEW BUSINESS

3. Council Consideration to approve the Development Agreement to complete requirements for Rezoning Case #OR03-15 for property located at 438 East Atlanta Rd. Stockbridge, GA
Presented by Randy Knighton - City Manager and Brecca Johnson – Community Development Director
Ms. Johnson noted this property went through rezoning in 2003 with Henry County to be rezoned from Residential Agricultural (RA) to

Residential Multiple Housing (RM-3). Ms. Johnson noted one of the zoning conditions during that time was to make sure a development agreement was put into place to build out and needs approval. Ms. Johnson noted the property is located 438 East Atlanta Rd., sits on 23.23 acres with proposing to build 201 condominiums.

Mayor Ford ask if the property was part of the Living Centers Initiative (LCI) and located inside the City's designated downtown area.

Ms. Johnson noted it was not a part of the LCI and is inside the downtown district.

Mayor Pro Tem Alexander asked if East Atlanta Rd. would be a part of the highway overlay corridor.

Mr. Knighton noted one issue with that is trying to approve a development agreement that has already been rezoned under certain conditions.

Mayor Pro Tem Alexander noted having the sidewalks at 3ft. would be insufficient and would like to increase the interior sidewalks on both sides to 4 ft. like the last zoning completed.

Councilman Blount noted his concern is looking at an 18-year-old development agreement and making sure it fits with the established requirements and noted more needs to be discussed.

Councilwoman Barber noted her concerns with the walking paths and current standards vs. old standards.

Councilman Thomas noted exhibit C has information that is of concern to Council and asked a representative to go into further details.

Mr. Steven Moore of Moore, Bass Consulting noted Page 2-E holds off an issuance of Land Disturbance projects and one of the conditions on accepting Item C would be determined during the final design phase. Mr. Moore also noted the sidewalks will be 10 ft. with a 4 ft. interior sidewalk, the original master plans will be applied to the 2021 standards, and 54% of the site has been reserved for preservation, leaving roughly 12 acres for development.

Attorney Battle, representing the applicant, presented the proposed site plan and went into further details of what the condominiums would look like.

Mr. Moore note the condominiums would be between 1500-900 Sq. Ft. with two-car carriage garages with three different floor plans.

Councilman Thomas suggested getting more details and documents before approval.

Councilwoman Gantt inquired on the actual number of units to parking ratio.

Ms. Battle noted there would be 201 units with 4 parking spaces within the unit which would be a total of 804 spaces and an additional 126 spaces for side parking.

Councilman Thomas motioned to Table to be heard at the May 25th Work Session meeting; second by Mayor Pro Tem Alexander. The motion passed 5-0.

4. Council Consideration to approve the 2021-2022 renewal of the City's Liability Insurance Policy

Presented by Randy Knighton - City Manager and Chris C. Walker, Sr. VP – Marsh & McLennan Agency

Mr. Walker noted the City has been with Travelers Insurance which was still the lowest with a 4.2% increase including the \$20 million increase with the Amphitheater and will need to make a few adjustments to the numbers, noting not everything will be insurable with the Amphitheater such as land and sight clearing, but will insure the structure, contents, and physical items. Mr. Walker stated the proposed change over from the construction developer to the city is June 15, 2021, and the Amphitheater is currently covered under the builder's risk coverage and will continue to be covered. Mr. Walker also noted the City currently does not have law enforcement legal liability coverage which will be needed for the new Police Chief once hired.

Mayor Ford noted his concern is approving when adjustments need to be made.

Mr. Walker noted the \$261,565 will increase the full value of the Amphitheater of \$20 million with the numbers only getting lower and not higher.

Councilwoman Gantt motioned to approve the 2021-2022 renewal of the City's Liability Insurance Policy; second by Mayor Pro Tem Alexander. The motion passed 5-0.

5. Council to approve Change Order No. 3 for Wastewater Treatment Plant Improvements in the amount of \$302,800.00.

Funding Source: Wastewater Fund Balance

Presented by Decius Aaron – Public Works Director and Brad Holtsinger – Waster Water Superintendent

Mr. Holtsinger noted the Wastewater Department is having permit violations due to failed equipment with a great deal of work being completed within the last 2-3 years at the Wastewater Treatment Plant with two (2) major components that have not been replaced and needs to be.

Councilman Blount questioned staff for not bringing the item forward sooner to replace equipment and using the competitive bidding process.

Mr. Holtsinger noted he always tries to get all the use out of equipment that he cans.

Councilwoman Gantt motioned to approve the Change Order No. 3 for Wastewater Treatment Plant Improvements in the amount of \$302,800.00; second by Mayor Pro Tem Alexander. The motion passed 5-0.

6. Council Consideration to approve installation of Surveillance cameras at the Wastewater Treatment Plant in the amount of \$25,606.13 and Annual Monitoring Fee of \$3,249.29
Funding Source: Wastewater Treatment Operating Budget
Presented by Decius Aaron – Public Works Director and Brad Holtsinger – Waster Water Superintendent
Mr. Aaron noted the sewer department has a budget of \$24,300.00 with an annual monitoring fee of \$3,249.29 to install surveillance cameras at the Wastewater Treatment Plant and is the only City building without surveillance or intrusion monitoring.

Mayor Pro Tem Alexander inquired if there was a plan in place as cameras are installed across the city.

Mr. Knighton noted there are cameras at several facilities and parks, and the WWTP is an area that needs to be covered.

Councilman Thomas motioned to approve installation of Surveillance cameras at the Wastewater Treatment Plant in the amount of \$25,606.13 and Annual Monitoring Fee of \$3,249.29; second by Councilwoman Barber. The motion passed 5-0.

7. Council Consideration to approve the renewal of RFP (Request for Proposal) 2019-0002P for Office Furniture for the new Public Works facility utilizing State Contact No 99999-001-SPD0000100-002 (expires February 2, 2022); estimated at \$200,000.00. Funding Source: New Public Works Facility Account
Presented by Lindell Miller - Procurement Manager and Decius Aaron – Public Works Director
Ms. Miller noted this is a furniture purchase for the New Public Works Administrative Building with the purpose of providing competitive discounted pricing.

Councilman Blount motioned to approve the renewal of RFP (Request for Proposal) 2019-0002P for Office Furniture for the new Public Works facility utilizing State Contact No 99999-001-SPD0000100-002 (expires February 2, 2022); estimated at \$200,000.00; second by Councilwoman Gantt. The motion passed 5-0.

8. Council Consideration to approve ITB (Invitation to Bid) No. 2021-001 for the City's LMIG (Local Maintenance Improvements Grant) for Roads and Resurfacing awarded to East Coast Grading, Inc. Funding Source: SPLOST V \$1,002,387.88; GDOT \$260,854.32 for a total amount of \$1,263,242.20.

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

Ms. Miller noted this would be awarded as a fixed contract to the lowest responsive bidder which would be East Coast Grading in the amount of \$1,263,242.20.

Mr. Knighton noted there is a concern with the \$1,000,000 coming out of Fund Balance and questions about using SPLOST V money which has not started being collected and will start within the next couple of months. Mr. Knighton noted SPLOST V has about \$4.5 million out of roads, bridges, streets, etc. Mr. Knighton also noted SPLOST IV funds were utilized every year to help supplement the resurfacing program and recommends having SPLOST V to be able to supplement for the street paving's without depleting the fund balance.

Councilman Blount noted Council has not received the list of sidewalks with a comprehensive plan.

Mr. Aaron noted the project is a state mandated program and have received funding from the state, and the city will try to formulate a plan like the LMIG plan with a goal of resurfacing 5 miles a year and staff will come up with a list of sidewalks that will be completed yearly but would need to identify a funding source.

Mr. Knighton noted the list of sidewalks were apart of a rating system and evaluation that was completed, noting when there is an issue with safety with sidewalks, staff needs to know about it to address it, and a more recent issue with sidewalks not connecting in subdivisions which should be the developers issue to make sure sidewalks connect.

Mr. Knighton mentioned staff will bring before Council to consider bonding of subdivisions and if the bond is broken, the city would be able to connect sidewalks.

Councilman Blount motioned to approve ITB (Invitation to Bid) No. 2021-001 for the City's LMIG (Local Maintenance Improvements Grant) for Roads and Resurfacing awarded to East Coast Grading, Inc. Funding Source: SPLOST V \$1,002,387.88; GDOT \$260,854.32 for a total amount of \$1,263,242.20; second by Councilwoman Gantt. The motion passed 5-0.

9. Council Consideration to approve RFQ (Request for Quote) No. 2021-0001E for Link Media Outdoor for advertising City Events and Destination Facilities for (4) four billboards in the amount \$37,700.00
Funding Source: Tourism.
Presented by Lindell Miller – Procurement Manager and CieCie McGhee – Events Manager
Ms. Miller noted staff is recommending approval to hire Link Media Outdoor for advertising City Events and Destination Facilities for (4) four billboards. Ms. Miller noted the billboards will be seen on the interstates of I-285 and I-75 based on the rates for an annual amount of \$37,700.00 for a period of one (1) year.

Councilwoman Barber inquired if the Amphitheater would be advertised if the management company would incur the cost of advertising and should the management company be selected first.

Mr. Knighton noted the Amphitheater would be included for advertisement and recommends approval with looking at the management company's terms of what additional services may be provided.

Councilman Blount inquired if the funds from the 2020 events budget line could be used to pay the annual fee for the next year while the management company maps out details going forward.

Mr. Wiggins, City Treasurer noted these are Hotel/Motel Tourism funds and the City would have been using the same company to advertise for the Merle Manders Conference Center, Ted Strickland and local events and noted the advertising would appeal to highway drivers.

Councilman Blount motioned to approve RFQ (Request for Quote) No. 2021-0001E for Link Media Outdoor for advertising City Events and Destination Facilities for (4) four billboards in the amount \$37,700.00: second by Councilwoman Gantt. The motion passed 5-0.

COUNCIL DISCUSSION

10. Council Discussion – Cultural Arts Center
Presented by Randy Knighton - City Manager
Mr. Knighton noted during the Retreat in March, Council looked at reducing the Cultural Arts Center from \$18 million to \$14 million but was concerned the \$14 million selection would not meet the visual needs of the Council. Mr. Knighton also noted he believes it is time to move forward and staff could move forward with the development plan, construction drawing, etc.
- Councilwoman Gantt expressed she believes a development plan should not be started yet and would like to have an in-depth discussion in person with planning and does not want to see a theater that can not hold a professional performance.

Mayor Pro Tem Alexander expressed the city is financially stable with funding available in the reserve fund and the Water and Sewer fund and to stick to the original plan. Mayor Pro Tem Alexander inquired on how much was collected in taxes during the previous year, Mr. Knighton noted Local Option Sales Tax (LOST) was up significantly.

Councilman Thomas noted he agrees with Mayor Pro Tem Alexander and was confident the funds would be available in 2022.

Councilman Blount noted he needs a clear plan in writing that will show how the city will repay back the \$25 million with the additional \$4 million added for the Cultural Arts Center.

Mr. Knighton noted majority of SPLOST IV, \$9 million of civil projects and the General Fund would be used to pay back the bonds and noted he would resend Council the information on how the bonds would be paid back.

Councilwoman Barber expressed her concerns with going over budget and recommended tabling the item until the finances were prepared.

Councilman Thomas motioned to approve moving forward with the Cultural Arts Center Project at the \$18 million dollar level: Second by Mayor Pro Tem Alexander. The motion failed 2-1-2 (Blount opposed/Barber and Gantt Abstained).

Councilman Blount asked to rescind his vote; Mayor Ford called for a second vote. The motion failed 2-0-3 (Barber/Blount/Gantt Abstained).

COMMENTS FROM THE MAYOR

Mayor Ford reminded everyone that we are still in a pandemic and noted things are getting better with the number of sick people, hospitalizations, deaths all being down; noted Governor Kemp had opened the State and asked everyone to continue to be careful and wear your masks and get vaccinated; noted vaccination are the priority focus right now and you can make a reservation by calling 888-457-0186 Mon-Fri from 8am - 8pm, Sat & Sun 8am - 5pm; noting vaccinations are being administered at the Atlanta Motor Speedway every Tuesday from 8:30am - 1pm; noted you can call for a reservation or make a reservation online and in either case you will be asked for your demographics, race, age, gender, medical history, Covid history, recent illness and contact information; noted while vaccinations are the priority, Covid testing is available through the Henry County Department of Health Dist. 4 location at the Henry County Senior Heritage Center in McDonough and to call for an appointment 800-847-4262 Mon - Thu 9am - 3pm and Sat 9am - noon noting both testing numbers and vaccination numbers have gone down; referenced a non-profit agency call CORE who is reaching out to underserved communities to educate and inform residents on testing and vaccinations, and also provide transportation to get tested and receive vaccinations; noted he was visited last week by the former pastor of Floyd Chapel Baptist Church, Erik Vance, who gave the City of Stockbridge a donation of his Martin Luther King, Sr. award received from the Morehouse School of Religion, along with his first sermon at Floyd Chapel Baptist Church as asked that it be placed in the City's archives.

CITY OFFICES WILL BE CLOSED MONDAY, MAY 31ST IN OBSERVANCE OF MEMORIAL DAY.

CITY EVENT - Please join the City of Stockbridge for a Virtual Memorial Day Musical Tribute and Remembrance - Monday, May 31, 2021 at 8:00 p.m.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month (May 14)
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month (May 18)
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (May 18)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (May 25)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (May 27)
- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. (June 14)

EXECUTIVE SESSION

Councilwoman Gantt motioned to convene Executive Session for Personnel, Litigation and Real Estate; second by Councilwoman Barber. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to End Executive Session; second by Councilwoman Barber. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to Reconvene the Meeting; second by Councilwoman Barber. The motion passed 5-0.

Councilwoman Gantt motioned to adjourn; second by Councilman Blount. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



Where Community Connects

WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, MAY 25, 2021 6:00 P.M.

Mayor & City Council

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

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

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 Thomas.

Pledge of Allegiance was recited all in unison.

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

Mayor Pro Tem Alexander motioned to adopt the Agenda: Second by Councilwoman Barber. The motion passed 5-0.

Review of the Minutes for the following meetings:

1. 4/12/2020
2. 4/27/2021 No Action

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

Mr. Ron Shaw expressed his excitement about the direction of the City and economic development throughout the County; commended the Mayor & Councilmembers noting he is especially proud of Mayor Pro Tem Alexander.

OLD BUSINESS

3. Council Consideration to approve the Development Agreement to complete requirements for Rezoning Case #OR03-15 for property located at 438 East Atlanta Rd. Stockbridge, GA
Presented by Randy Knighton - City Manager and Brecca Johnson – Community Development Director
Mr. Knighton noted this was a previous item and Council requested to make sure the current standards were put into place.

Ms. Johnson noted staff went back and looked at the requirements for the overlay district and included specifics for sidewalk width, adding a 10ft. width sidewalk for the external and a 4ft. width sidewalk internally. Ms. Johnson also noted staff worked with the Fire Marshal to ensure the city followed National Fire Codes and noted the developers would adhere to the detailed sight plans for the highway overlays district.

Mayor Pro Tem Alexander noted to make sure the language includes having sidewalks on both sides of the streets and to make sure the community would be gated.

Attorney Battle, representing the applicant, noted the community would be gated and there would be sidewalks on both sides of the streets internally.

Mayor Pro Tem Alexander motioned to approve with conditions as recommended by staff the Development Agreement to complete requirements for Rezoning Case #OR03-15 for property located at 438 East Atlanta Rd. Stockbridge, GA; second by Councilwoman Barber. The motion passed 5-0.

NEW BUSINESS

4. Council Consideration to amend the 2021 Meeting Schedule.
Presented by Vanessa Holiday - City Clerk
Mrs. Holiday noted Council approved the 2021 meeting schedule in 2020 and since then, Georgia Municipal Association (GMA) has revised their Annual Conference which is normally held in June to August. Mrs. Holiday noted Council approved the 2021 Work Session meeting schedule which is normally held on the last Tuesday of the month to June 30th (Wednesday) due to the anticipated GMA conference; however, with the change in schedule by GMA to August, needs to know from the Mayor & Council how to proceed with the meeting dates in both June and August to properly advertise to the public.

Mayor Ford noted he spoke with the GMA President who expressed the annual convention will be from August 6-10, 2021.

Mayor Pro Tem Alexander noted the public is accustomed to having the last meeting of the month on Tuesday and suggests moving it back to June 29th instead of June 30th. Mayor Pro Tem Alexander also noted the August 9th Meeting would need to be adjusted.

Mrs. Holiday noted that would eliminate option #3 and leaves option #1 & 2 for the August meeting.

Councilman Thomas asked Mrs. Holiday to read the different options. Mrs. Holiday noted Option #1: reschedule the Work Session meeting to June 29th, and reschedule the August Council meeting to August 16th, Option #2 reschedule the Work Session to Tuesday, June 29th, and cancel the meeting for Monday, August 9th, and Option #3: no changes to the Wednesday, June 30th meeting date and reschedule the meeting for Monday, August 9th to Monday, August 16th.

Councilman Blount recommends cancelling the August 9th meeting and noted council could hold a special called meeting if something is pending before the last meeting in August. Mrs. Holiday inquired if Councilman Blount was in favor of option #2. Councilman Blount noted he is in favor of keeping the same schedule and not to move days around.

Councilwoman Gantt noted she agrees with Councilman Blount and is fine either way; but noted to keeping the June meeting on schedule and is ok with having a special called meeting if necessary and noted her concern would be having meetings back-to-back.

Councilman Thomas inquired if the August meeting is canceled how would Council move forward with any litigation.

Mr. Knighton noted if the August 9th meeting is move to the 16th, there would still be a 2-week gap in between the August 31st Work Session meeting.

Councilman Thomas motioned to approve option 1 - Revised June Work Session to June 29th and August Council Meeting to August 16th; second by Councilwoman Gantt. The motion passed 5-0.

5. Council Consideration to approve Site Engineering to replace thirty-six-inch (36") CMP culverts on Hudson Bridge Rd. in the amount of \$129,225.00. Funding Source: Stormwater Fund Balance Presented by Decius Aaron - Public Works Director
Mr. Aaron noted during a stormwater inspection, staff found a culvert under Hudson Bridge Drive that has rusted out in a subdivision with only one way in and one way out

Councilwoman Gantt motioned to approve Site Engineering to replace thirty-six-inch (36") CMP culverts on Hudson Bridge Rd. in the amount of \$129,225.00; second by Councilwoman Barber. The motion passed 5-0.

6. Council Consideration to approve RFP (Request for Proposal) Number 2020-0027P - National Auto Fleet Group - Source Well Contract No. 120716-NAF in the amount of \$87,903.90 for (1) Stormwater Vehicle in

the amount of \$29,301.30; (1) Water Dept. Vehicle in the amount of \$29,301.30 and (1) Code Enforcement Vehicle in the amount of \$29,301.30 Funding Source: Stormwater, Water, Code Enforcement Department Budgets.

Presented by Lindell Miller - Procurement Manager, Decius Aaron – Public Works Director and Brecca Johnson - Community Development Director

Ms. Miller noted staff recommends awarding the contract to 72 Hour LLC. D/B/A National Auto Fleet Group - Source Well Contract No. 120716-NAF in the amount of \$87,903.90 for (1) Stormwater Vehicle in the amount of \$29,301.30; (1) Water Dept. Vehicle in the amount of \$29,301.30 and (1) Code Enforcement Vehicle in the amount of \$29,301.30.

Councilman Blount noted there should be a budget for each department.

Mr. Aaron noted the vehicles were approved with the 2021 budget.

Mr. Knighton noted staff assessed the needs and added it to the 2021 budget and noted the City used a piggyback contract/state contract to bundle all vehicles together to receive a better deal.

Councilwoman Barber motioned to approve RFP (Request for Proposal) Number 2020-0027P - National Auto Fleet Group - Source Well Contract No. 120716-NAF in the amount of \$87,903.90 for (1) Stormwater Vehicle in the amount of \$29,301.30; (1) Water Dept. Vehicle in the amount of \$29,301.30 and (1) Code Enforcement Vehicle in the amount of \$29,301.30 Funding Source: Stormwater, Water, Code Enforcement Department Budgets; second by Councilwoman Gantt. The motion passed 5-0.

7. Council Consideration to approve RFP (Request for Proposal) No. 2019-0007P Contract Renewal with Rush Truck Center of GA, Inc. in the amount of \$48,995.00 for the purchase of an Isuzu Chassis and Truck Bodies. Funding Source: Public Works Department Presented by Lindell Miller Procurement Manager and Decius Aaron – Public Works Director

Mr. Aaron noted the item was approved with the purchases of lawn mowers; this would be the truck that would haul the lawn mowers to each site.

Mayor Pro Tem Alexander inquired on obtaining alternative fuel vehicles such as electric cars or clean energy vehicles to fleet.

Mr. Knighton noted Presidents Biden's proposed infrastructure plan should have funding for those types of vehicles for local government. Councilman Blount motioned to approve RFP (Request for Proposal) No. 2019-0007P Contract Renewal with Rush Truck Center of GA, Inc. in the amount of \$48,995.00 for the purchase of an Isuzu Chassis and

Truck Bodies; second by Mayor Pro Tem Alexander. The motion passed 5-0.

8. Council Consideration to approve RFP (Request for Proposal) No. 2018-001Q Special Non-Hazardous Waste Service Agreement Renewal with Republic Services, Inc. in the amount of \$35,000.00. Funding Source: Water & Sewer Department Budget Presented by Lindell Miller – Procurement Manager and Decius Aaron – Public Works Director
Ms. Miller noted the agreement with Republic Services was initiated in 2018 and owns and operates the Pine Ridge Landfill which is the closest within a reasonable distance. Ms. Miller also noted if the contract is renewed, it would be renewed until December 4, 2022.

Councilman Blount motioned to approve RFP (Request for Proposal) No. 2018-001Q Special Non-Hazardous Waste Service Agreement Renewal with Republic Services, Inc. in the amount of \$35,000.00; second by Councilwoman Gantt. The motion passed 5-0.

9. Council Consideration to approve Change Order No. for the new Public Works Facility in the amount of \$58,293.50 extending the existing Contract No. RFQ 2015909-01 with Pond Company to an overall total of \$667,196.50
Presented by Lindell Miller – Procurement Manager and Decius Aaron – Public Works Director
Ms. Miller noted staff is requesting approval for a Change Order for additional services, with the existing contract originally at \$608,903.00 and with the change order at \$58,239.50 would extent the contract to \$667,769.50.

Pond Representative B.J Martin noted it is an expansion of the original contract that expired August 2020 but was extended to February 15, 2021, due to weather delays and contractor delays. Mr. Martin noted the walk through has been completed, however there are a few other things that needs to be completed, with the need for additional funding to manage the contractor until the building is delivered to the city. Mr. Martin noted there is a 10% construction fees for situations such as operating outside an expired contract.

Councilman Blount inquired on what it would intel for the contractors to complete the work.

Mr. Martin noted they have been operating at risk since February 15th and the additional change over covers management of the contractor's work, weekly sit inspections, management of pay applications, specialty inspections and additional cost for special inspections related to the building. Mr. Martin also noted the contract was extended due to weather delays and unsuitable soils.

Councilwoman Gantt inquired if there was a contract in contractual language with the company that will reimburse the City.

Mr. Martin noted the contractor is not the one who will reimburse; once the contractor completes a certain amount of work, the Pond Company reviews the work and informs the city, and the city pays the contractor.

Councilwoman Barber inquired if Pond Company contract is currently active.

Mr. Martin noted he does not know the expiration date, but there was a cost of services with an expected deadline.

Councilwoman Barber motioned to approve Change Order No. for the new Public Works Facility in the amount of \$58,293.50 extending the existing Contract No. RFQ 2015909-01 with Pond Company to an overall total of \$667,196.50; second by Mayor Pro Tem Alexander. The motion passed 4-0-1 (Councilman Blount Abstained).

10. Council Consideration to approve a Resolution in support of the I-75 Central Corridor Coalition.

Presented by Randy Knighton - City Manager

Mr. Knighton noted the Resolution will provide support for a smart growth study along I-75, with no expenditures except for annual membership of \$500.00.

Mayor Ford noted the coalition is looking at mass transit from the Airport to Macon-Bibb County and has obtained \$500,000 from Senator Kennedy from the State to help with the process and complete the study.

Mayor Pro Tem Alexander motioned to approve a Resolution in support of the I-75 Central Corridor Coalition; second by Councilwoman Gantt. The motion passed 5-0.

11. Council Consideration to approve Cultural Arts Center funding.

Presented by Randy Knighton - City Manager and Ed Wall - Financial Advisor

Mr. Knighton noted the Cultural Arts Center was bonded for \$14 million and staff has been conversing with TSW (Tunnel-Spangler & Walsh) to try to reduce the original concept plan from \$18 million to \$14 million which would change the vision of the Cultural Arts Center.

Mr. Knighton also noted Mr. Wall – Financial Advisor provided a letter to council about potential funding and a term sheet which includes a payment schedule using a combination of the General Fund and SPLOST V funds and gave a brief presentation noting the General Fund balance is right at \$14 million and is based on an unaudited information which will not be official until June, and it provides a snapshot where the fund balance would stand and the only actual item from the fund balance is from the 2019 audit. Mr. Knighton also noted it does not include \$2.2 million in assets and the City's net position is at \$92 million and includes all buildings, properties, capital assets (not

including the amphitheater). Mr. Knighton included other fund levels includes the Water and Sewer fund at \$22,630,500; Stormwater at \$2,018,177; Solid Waste at \$1,205,094; Merle Manders Conference Center at \$2,388,310 and the Ted Strickland building at \$649,060 and are considered the capital assets the City has and has been recommended to leave there to be taken care of. Mr. Knighton also noted SPLOST V civic projects totals \$9,852,437; road projects total \$4,720,959; Sewer/Water Stormwater Infrastructure projects totals \$4,720,959 and Park Improvements totals \$1,231,554. Mr. Knighton reminded council out of SPLOST V, there is \$20.5 million total in which \$9.8 million for Civic projects is devoted to pay back the bonds; and took \$500,000 from roads and \$500,00 from parks for trails. Mr. Knighton noted the Cultural Arts Center will include a 320-seat ballroom, meeting rooms, a museum and other rooms for culinary arts, ballet, etc. Mr. Knighton reminded Council \$14 million was originally approved, \$7 million is for the Amphitheater, \$1 million is for trails and \$3 million is for police start-up; and noted Mr. Wall- Financial advisor recommends using the fund balance for the additional \$4 million for the project.

Mr. Wall recommends using fund balance and reserve the \$4 million with bond issue and noted 18 months from now after the \$14 million is gone, more options should be available to come up with the extra \$4 million. Mr. Wall also noted Option 1- if TSPLOST (transportation Special Local Option Sales Tax) is approved, there would no longer be a need for \$4 million from SPLOST V; Option 2- bond it and Option 3- add revenues to fund balance and use fund balance. Mr. Wall noted his recommendation was to not borrow the \$4 million but wait until the \$4 million was there to spend.

Mayor Ford agreed with Mr. Wall's recommendation.

Mayor Pro Tem Alexander noted the city has a net position of \$112 million and asked Mr. Knighton to explain the American Rescue Plan. Mr. Knighton noted the ARP (American Rescue Plan) has been approved and will provide close to \$9 million for the city which would help towards water, sewer, and broadband infrastructure.

Mr. Knighton noted there is still some instruction coming from the Department of Treasury on how the funds can be expended. Mayor Ford noted he attends the weekly covid meetings and expressed the good news of the Department of Treasury approving over \$800 million for the non-entitlement cities (515 cities) in the state.

Councilwoman Gantt expressed her concern of not utilizing the fund balance unless it is covered by something else such as the TSPLOST.

Councilwoman Barber noted there needs to be an experienced project manager and suggest using Keck & wood as the project manager.

Councilman Blount expressed his concerns with starting a Police Department and having public safety as a top priority.

Councilman Thomas motioned to approve the funding for the Cultural Arts Center at the \$18 million level: Second by Mayor Pro Tem Alexander. There was no Vote.

Councilwoman Barber noted following the vote for funding, her intent is to motion for the approval to designate Keck & Wood as the Project Manager w/weekly reporting directly to the Mayor & Council.

Councilman Thomas motioned to approve funding for the Cultural Arts Center at the \$18 million dollar level and designating Keck & Wood as the Project Manager with weekly reporting and project management of all capital projects Second by Mayor Pro Tem Alexander. There was no Vote.

Councilman Thomas motioned amended to approve funding for the Cultural Arts Center at the \$18 million dollar level and designating Keck & Wood as the Project Manager and all other unassigned projects with weekly reporting of project status and updates directly to the Mayor & Council and excluding projects with current Project Managers; second by Mayor Pro Tem Alexander. The motion passed 3-0-2 (Blount/Gantt Abstained).

COMMENTS FROM THE MAYOR

Mayor Ford noted Covid-19 testing continues to take place at the McDonough Sr. Heritage Center and to call 800-847-4262 Mon-Fri from 10am - 3pm and Sat from 9am - noon to schedule an appointment; noted vaccinations are the priority, noted the Department of Health administered 122 vaccinations today at the Atlanta Motor Speedway, and will continue at that location for the next two weeks for the 2nd dose only and to call 888-457-0186 Mon-Fri 8am - 8pm and Sat & Sun 8am - 5pm for a vaccination reservation or to find the closest location near you that is administering vaccines such as CVS, Walgreens, etc.; noted the Department of Health, Henry County EMS and CORE (a non-profit agency funded by Sean Penn) have partnered to reach out to underserved communities with church groups and other organizations to educate and inform citizens about getting vaccinated; noted Pfizer has been authorized to vaccinate children 12+ and Moderna and Johnson & Johnson vaccines are being administered to ages 18+ and seeking approval to issue vaccine beginning at age 12; noted good news for Georgia with vaccinations up and hospitalization and death numbers being down; noted the contact information for CORE: Xavier Crockett 706-350-0281 to help coordinate and assist with efforts; noted today is the one-year anniversary of George Floyd's death that occurred in Minneapolis and causing nationwide and global protests around the world by those who witnessed the 9:29 minutes of kneeling on George Floyd's neck and ultimate death followed by echoes of phrases such as "I can't breathe", "Say their names", and Hands up don't shoot", and while protests for the most part were peaceful, noting some were not, it was most notable that a great number of the protestors were not African-Americans, they were not just people of color, they were all races and were all protesting in support of all human beings and that everyone should be treated equally and fairly; and expressed hope for the George Floyd Justice and Policing Act to be passed by the United States

Congress.

CITY OFFICES WILL BE CLOSED MONDAY, MAY 31ST IN OBSERVANCE OF MEMORIAL DAY.

CITY OFFICES WILL BE CLOSED FRIDAY, JUNE 18TH IN OBSERVANCE OF THE JUNETEENTH HOLIDAY CELEBRATION.

UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- Main Street Advisory Board/Downtown Development Authority Joint Planning Session Meeting, 9:00 a.m. - noon Via Zoom - (Jun 12) MSAB meeting for June 11th has been canceled.
- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. (June 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month (Jun 15) has been canceled.
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (Jun 15)
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (Jun 29)
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (Jun 24)

CITY EVENT - Please join the City of Stockbridge for a Virtual Memorial Day Musical Tribute and Remembrance - Monday, May 31, 2021 at 8:00 p.m.

EXECUTIVE SESSION

Councilwoman Barber motioned to convene Executive Session for Personnel/Litigation/Real Estate; second by Councilwoman Gantt. The motion passed 5-0.

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

Councilwoman Gantt motioned to reconvene the Work Session Meeting; second by Mayor Pro Tem Alexander. The motion passed 5-0.

Councilwoman Gantt motioned to adjourn at 9:35pm: Second by Councilwoman Barber. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor

City of Stockbridge

TSPLOST

Work Session
June 29, 2021



Stockbridge
Where Community Connects



City of Stockbridge

Vision and Mission Statements

Vision Statement:

To be the most progressive business and family-oriented community in Metro Atlanta with a focus on enhanced Quality of Life initiatives which promote a sustainable “Live, Work, Play” environment.



Mission Statement:

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.

Transportation SPLOST

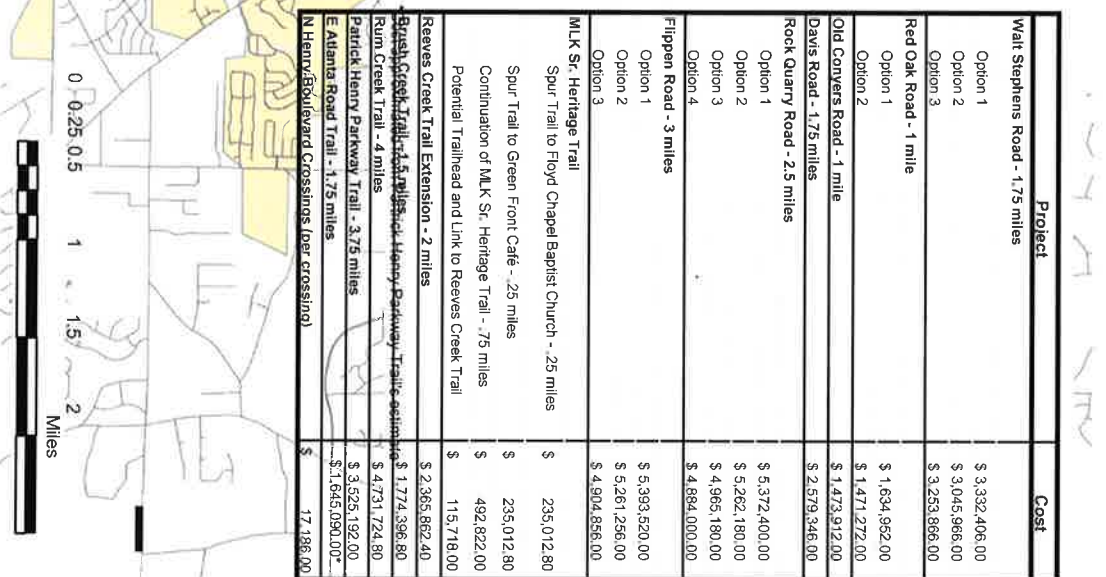
- Expected to Generate \$245 – 250 million total
- County expects city contribution on certain projects

Transportation SPLOST

- Rock Quarry Road Widening from Hudson Bridge Road/Hospital Drive to SR 138; 2.45 miles, \$26,695,000
- Split 70% – 30% (lane miles)
- Stockbridge \$18,686,500 (1.71 miles)
- Henry County \$8,008,500 (0.74 miles)

Transportation SPLOST

- Hudson Bridge Road/Eagles Landing Parkway Resurfacing: Willis Drive to SR 42
- Total 2.9 miles, \$1,606,500
- Split 30.5%, 69.5% lane miles
- Stockbridge \$489,982 (0.89miles)
- Henry County \$1,116,518 (2.01 miles)



Project	Cost
Walt Stephens Road - 1.75 miles	
Option 1	\$ 3,332,406.00
Option 2	\$ 3,045,966.00
Option 3	\$ 3,253,866.00
Red Oak Road - 1 mile	
Option 1	\$ 1,634,952.00
Option 2	\$ 1,471,272.00
Old Carvers Road - 1 mile	
Davis Road - 1.75 miles	\$ 1,473,912.00
Rock Quarry Road - 2.5 miles	\$ 2,579,346.00
Option 1	\$ 5,372,400.00
Option 2	\$ 5,262,180.00
Option 3	\$ 4,965,180.00
Option 4	\$ 4,884,000.00
Flippin Road - 3 miles	
Option 1	\$ 5,393,520.00
Option 2	\$ 5,261,256.00
Option 3	\$ 4,904,856.00
MLK Sr. Heritage Trail	
Spur Trail to Floyd Chapel Baptist Church - .25 miles	\$ 235,012.80
Spur Trail to Green Front Caf� - .25 miles	\$ 235,012.80
Continuation of MLK Sr. Heritage Trail - .75 miles	\$ 492,822.00
Potential Trailhead and Link to Reeves Creek Trail	\$ 115,718.00
Reeves Creek Trail Extension - 2 miles	\$ 2,365,862.40
Bushy Creek Trail - 4.5 miles	\$ 1,774,356.80
Patrick Henry Parkway Trail - 3.75 miles	\$ 4,731,724.80
Rum Creek Trail - 4 miles	\$ 3,525,192.00
E Atlanta Road Trail - 1.75 miles	\$ 1,645,090.00*
N Henry/Boulevard Crossings (over crossing)	\$ 17,186.00

PROJECT	COST
Wilson Avenue, Nolan Street, Childs Street, Wilson Street, Walker Street, Welch Street, Jennings Way, Second Street, First Street, Tye Street, Church Street and Carrie Mae Lane (Curb and gutter, sidewalks and widening)	\$4,500,000
Davidson Parkway (Resurfacing and Sidewalks)	\$3,600,000
Old Atlanta Road (Resurfacing and Sidewalks)	\$2,500,000
Tye Street (Sidewalks)	\$2,200,000
Davis Road (Curb and Gutter and Sidewalks from Shields Road to Clark Park)	\$4,350,000
Reeves Creek Trail Extension - 2 Mile	\$2,800,000
Brush Creek 1.5 Mile	\$2,400,000
MLK Sr. Heritage Trail, Spur Trail to Floyd Chapel Baptist Church - .25 mile	\$425,000
MLK Sr. Heritage Trail, Green Front Café - .25 mile	\$355,000
Continuation of MLK Sr. Heritage Trail - .75 mile	\$625,000
Potential Trailhead Location with Reeves Creek Trail Link at MLK Sr. Heritage Trail	\$500,000
Country Club Drive (traffic and safety improvements)	\$1,000,000
Burke Street Sidewalks/Pedestrian Improvements	\$500,000
Love Street Sidewalks/Pedestrian Improvements	\$500,000
Walt Stephens Road trail, 1.75 miles	\$3,000,000
TOTAL	29,255,000

CITY OF
STOCKBRIDGE
DRAFT
TSPLOST
PROJECTS



Questions

Randy D. Knighton, City Manager

Email: rknighton@cityofstockbridge-ga.gov

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City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron and Brad Holtsinger

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Memorial Park and Walter Way Lift Station Rehabilitations

BACKGROUND INFORMATION:

Project will remove the existing Gorman-Rupp lift stations at memorial Park and Walter Way and its associated piping, rehabilitate the wet well and install a protective coating, design new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, design a new valve vault, design a bypass pump piping connection, and new concrete slab.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$124,900.00**

ATTACHMENTS:

☐

Task Release

THIS ___ day of _____, 2021 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:
Walter Way Lift Station and Memorial Park Lift Station Rehabilitation
C&S Project No. S9100.046

2. The Work:

Our approach to this project will be similar to the approach we have executed for the Willow Springs, Glynn Addy, Old Conyers and May's Crossing Lift Stations and are recommending that we forgo writing the Concept Engineering Report (CER) and pre-qualifying contractors. Based on conversations with City personnel, the basis of design will utilize Flygt submersible pumps to replace the existing Gorman-Rupp suction lift pumps at Walter Way and the existing Davis-Emu submersible pumps at Memorial Park. The Engineer shall provide the following Work on the Project as defined herein and as follows:

1. Engineering Design

Design of both the Walter Way and Memorial Park Lift Station rehabilitations to include surveying, preparing plans and specifications of the proposed scope of work, civil/site design, electrical design and mechanical / piping design. For this lift station we anticipate the existing lift station pumps and their associated piping will be removed, rehabbing the wet well with abrasive blasting the concrete and installing a protective coating, designing new submersible pumps complete with a control panel and connecting to the existing SCADA systems, structural design of a new slab and hatches over the wet well, designing a new valve vault, designing a bypass pump piping connection and new concrete slab. We anticipate reusing the existing generator and will evaluate the existing generator and automatic transfer switch for reuse or replacement. Design of a new generator and automatic transfer switch is excluded from our scope. Also excluded is designing an overhead crane system since these pumps will be much lighter, which means that a standard davit hoist can be used.

After the surveying is completed, C&S will prepare preliminary design documents for the proposed lift station rehabilitations. At approximately 60% completion, we will meet with Client's personnel to present the preliminary design for review. We will address any comments the Client has with the preliminary design and then prepare and furnish detailed final design 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 submit the 100% complete Drawings and Specifications to the Client for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following general items:

- a. Civil engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control.
- b. Electrical engineering design including power, instrumentation and control and SCADA design.

Contemporaneous with the presentation of each design, Carter & Sloope will provide the Client 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 Client with one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

The number of prime contracts for this Project that is designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. Permitting

After the final design documents are approved by the Client, Carter & Sloope will provide technical criteria, written descriptions, and design data for the Client's use and to assist them with filing permit applications for this Project and obtaining approvals from the governmental or private authorities having jurisdiction to review and approval the final design with the understanding that it is the Client'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 on behalf of the Client to the appropriate review agencies for approval of the necessary permits to construct the Project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Sanitary Sewer Extension Submittal* to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);

3. **Bidding**

C&S will assist the Client in advertising and obtaining competitive and qualified bids or proposals for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client 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 Client 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. Because of the Project complexity, we anticipate hosting a pre-bid conference at the Client's office to allow Bidders an opportunity to see the Project site before bidding.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will consult with the Client as to the qualifications of prospective Contractors, Subcontractors, suppliers and other individuals and entities proposed. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the 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 Client for their review and approval.

4. **Construction Administration**

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction 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, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be **210 calendar days (or 7-months)**.

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 Client 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, Interpretations and 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 and subject to any limited in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the 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 Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- d. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified Construction Contract Documents.
- 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 of schedules which the Contractor is required to develop and 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. *Change Orders and Work Change Directives*: Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- i. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- j. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.
- k. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.
- l. *Progress Meetings*: C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- m. *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:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, 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 Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in

the recommendation), and the conditions precedent to Contractor's 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 Construction Contract Documents).

- 2) 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 Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- n. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client 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.
 - o. *Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat 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. The extent of Engineer's review of record documents shall be to check that the Contractor has submitted all pages.
 - p. *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 Client 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 Client, Engineer considers the

Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client 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 Client. 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.

- q. *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 Client 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 Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- r. *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.
- s. *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 Client 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 Client 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.
- t. *Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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 Client and the Engineer, during construction, to observe as an

experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project 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 as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

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 and qualified design 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 Resident Project 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 the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its 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. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. For the purposes of this Task Order, we have budgeted **40 man-hours** for periodic Onsite Construction Observations.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the 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 Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, 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 Client 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 Client 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 Client 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 Client 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 the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed

amounts shall be determined in accordance with our Hourly Fee Schedule in the Master Agreement. No fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design	Lump Sum \$ <u>74,600</u>
2	Permitting Assistance	Lump Sum \$ <u>2,700</u>
3	Bidding	Lump Sum \$ <u>8,000</u>
4	Construction Administration	Lump Sum \$ <u>33,800</u>
5	Construction Observation (assumes <u>40</u> man-hours)	Hourly not-to-exceed \$ <u>5,800</u>
<i>Total of Items 1 - 5 Inclusive:</i>		\$ 124,900.00

4.1 The Owner agrees to pay the Engineer for the Work described for the **amounts up to the lump-sum and/or 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 Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, 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 as a result of Client 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 Client; 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 additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at **210 days**, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client 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.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services 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.
- m. 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 Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support



City of Stockbridge

Fund Balance Report

As Of 05/10/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
505 - WATER & SEWER	8,376,143.41	1,278,978.50	1,219,545.00	8,435,576.91
510 - STORMWATER	1,014,524.98	45,301.48	182,804.03	877,022.43
540 - SANITATION SOLID WASTE COLLECTION	1,125,414.49	73,207.85	395,201.72	803,420.62
Report Total:	10,516,082.88	1,397,487.83	1,797,550.75	10,116,019.96

1. Memorial Park and Walter Way Lift Station Rehabilitations**Scope of Services**

Project will remove the existing Gorman-Rupp lift stations at memorial Park and Walter Way and its associated piping, rehabilitate the wet well and install a protective coating, design new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, design a new valve vault, design a bypass pump piping connection, and new concrete slab.

Task Order: **\$124,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

2. Northbridge Subdivision Gravity Sewer Mains Rehabilitation**Scope of Services**

Project will rehabilitate approximately ten-thousand three-hundred (**10,300**) linear feet of existing gravity sanitary sewer mains and manholes within the subdivision.

Task Order: **\$176,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

3. Water Service Lines Replacement**Scope of Services**

Project will replace approximately 210 water services.

Task Order: **\$62,700.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

4. Water System Improvements

Scope of Services

Project will install approximately sixty-five hundred (**6,500**) linear feet of twelve (**12"**) inch and eight (**8"**) inch ductile iron water mains with valves and hydrants and ten (**10**) new valves.

Task Order: \$85,800.00

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

Sewer

Project	Task Order Cost
Memorial Park and Walter Way Lift Station Rehabilitations	\$124,900.00
Northbridge Subdivision Gravity Sewer Mains Rehabilitation	\$277,400.00
Total	\$402,300.00

Water

Project	Task Order Cost
Water Service Lines Replacement	\$62,700.00
Water System Improvements	\$85,800.00
Total	\$148,500.00

Total	\$550,800.00
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Water and Sewer Fund Balance (As of May 10, 2021 Unaudited)

Division	Fund Balance Split	Amount
Water	54%	\$4,513,718.81
Sewer	46%	\$3,921,858.10
Total		\$8,435,576.91



City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron and Donnie Mullis

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Water Service Lines Replacement

BACKGROUND INFORMATION:

Project will replace approximately 210 water services.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$62,700.00**

ATTACHMENTS:

☐

Task Release

THIS ___ day of _____, 2021 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:
Water Service Line Replacement
C&S Project No.: S9100.043

2. The Work:

Engineer shall provide the following Work on the Project as defined herein and as follows:

1. Engineering Design

Carter & Sloope, Inc. will provide design services for the replacement of approximately 210 water service lines. Surveying services will not be provided but will instead rely on GIS maps and data provided by the Owner that indicates the layout of the overall water system.

Using the GIS data provided by the Owner, we will prepare preliminary design documents for the proposed water service line replacement. At approximately 60% completion, 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 final design 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 submit the 100% complete Drawings and Specifications to the Owner for their review and approval and we will review any comments and recommendations and incorporate needed changes in the final design 100% complete Documents, which will include detailed construction plans and technical specifications of the following components:

- a. Abandonment of existing ¾”, 1”, and 2” water service line

- b. Installation off the proposed $\frac{3}{4}$ ", 1", and 2" water service line and related appurtenances such as casing, curb stops, reconnection of existing meters, service connection free bores, etc.

Since we will rely on GIS data to estimate the location of water mains and water meters at individual lots, we will estimate the quantities needed to replace the water service lines and set-up a unit price contract as the basis for the bidding and design documents.

2. Permitting Assistance

After the final design documents are approved by the Client, Carter & Sloope will provide technical criteria, written descriptions, and design data for the Client's use and to assist them with filing permit applications for this Project and obtaining approvals from the governmental or private authorities having jurisdiction to review and approval the final design with the understanding that it is the Client'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 on behalf of the Client to the appropriate review agencies for approval of the necessary permits to construct the Project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Land Disturbing Permit* Application to the Local Issuing Authority, which is the City of Stockbridge;
- b. *Utilities Facility Encroachment* to GDOT through the Georgia Utilities Permitting System (GUPS);

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

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.

4. Construction Administration

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction 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, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be **130 calendar days**.

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 Client 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, Interpretations and 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 and subject to any limited in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the 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 Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- d *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified Construction Contract Documents.
- 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 of schedules which the Contractor is required to develop and 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 *Change Orders and Work Change Directives:* Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- i *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- j *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or

acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.

- k *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.
- l *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- m *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:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, 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 Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's 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 Construction Contract Documents).
 - 2) 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 Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- n *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client 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.
- o *Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat 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. The extent of Engineer's review of record documents shall be to check that the Contractor has submitted all pages.
- p *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 Client 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 Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client 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 Client. 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.
- q *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 Client 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

Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

- r *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.
- s *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 Client 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 Client 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.
- t *Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the *Construction* Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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 Client and the Engineer, during construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project 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 as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

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 and qualified design 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 Resident Project 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 the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its 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. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. For the purposes of this Task Order, we have budgeted **32 man-hours** for periodic Onsite Construction Observations.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the 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 Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, 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 Client 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 Client 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 Client 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 Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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 will attend and lead an on-site, non-mandatory pre-bid meeting to allow Contractors to visit and review the jobsite conditions.

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.

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 the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design	Lump Sum \$ <u>15,400</u>
2	Permitting Assistance	Lump Sum \$ <u>2,700</u>
3	Bidding	Lump Sum \$ <u>7,500</u>
4	Construction Administration (assumes 5 months)	Lump Sum \$ <u>37,000</u>
5	Construction Observation (assumes <u>120</u> man-hours)	Hourly, not-to-exceed \$ <u>5,000</u>
		<i>Total of Items 1 - 5 Inclusive: \$ <u>62,700</u></i>

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

Hourly rates for Basic Services Additional Services are listed provided in the Master Agreement.

- 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 additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at **150 days**, or man-hours listed herein.
- i. 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.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. 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)

- m. 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.
- n. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical and materials testing and consulting services.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting other than submitting pre-construction notification documents.
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. 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.
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- v. All building and permit fees and building inspection fees.
- w. 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.	(706) 769-4119
Name	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>President/Principal Engineer</u> Date: <u>June 14</u> , 2021	 _____ Signature By: <u>Randy Knighton</u> Title: <u>City Manager</u> Date: _____, 2021



City of Stockbridge

Fund Balance Report

As Of 05/10/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
505 - WATER & SEWER	8,376,143.41	1,278,978.50	1,219,545.00	8,435,576.91
510 - STORMWATER	1,014,524.98	45,301.48	182,804.03	877,022.43
540 - SANITATION SOLID WASTE COLLECTION	1,125,414.49	73,207.85	395,201.72	803,420.62
Report Total:	10,516,082.88	1,397,487.83	1,797,550.75	10,116,019.96

1. Memorial Park and Walter Way Lift Station Rehabilitations**Scope of Services**

Project will remove the existing Gorman-Rupp lift stations at memorial Park and Walter Way and its associated piping, rehabilitate the wet well and install a protective coating, design new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, design a new valve vault, design a bypass pump piping connection, and new concrete slab.

Task Order: **\$124,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

2. Northbridge Subdivision Gravity Sewer Mains Rehabilitation**Scope of Services**

Project will rehabilitate approximately ten-thousand three-hundred (**10,300**) linear feet of existing gravity sanitary sewer mains and manholes within the subdivision.

Task Order: **\$176,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

3. Water Service Lines Replacement**Scope of Services**

Project will replace approximately 210 water services.

Task Order: **\$62,700.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

4. Water System Improvements

Scope of Services

Project will install approximately sixty-five hundred (**6,500**) linear feet of twelve (**12"**) inch and eight (**8"**) inch ductile iron water mains with valves and hydrants and ten (**10**) new valves.

Task Order: \$85,800.00

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

Sewer

Project	Task Order Cost
Memorial Park and Walter Way Lift Station Rehabilitations	\$124,900.00
Northbridge Subdivision Gravity Sewer Mains Rehabilitation	\$277,400.00
Total	\$402,300.00

Water

Project	Task Order Cost
Water Service Lines Replacement	\$62,700.00
Water System Improvements	\$85,800.00
Total	\$148,500.00

Total	\$550,800.00
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Water and Sewer Fund Balance (As of May 10, 2021 Unaudited)

Division	Fund Balance Split	Amount
Water	54%	\$4,513,718.81
Sewer	46%	\$3,921,858.10
Total		\$8,435,576.91



City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron and Donnie Mullis

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Water System Improvements

BACKGROUND INFORMATION:

Project will install approximately sixty-five hundred (6,500) linear feet of twelve (12") inch and eight (8") inch ductile iron water mains with valves and hydrants and ten (10) new valves.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$85,800.00

ATTACHMENTS:

☐

Task Release

THIS _day of_____, 2021 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:
2021 Water System Improvements
C&S Project No. S9100.044

2. The Work:

Carter & Sloope shall provide for the installation of approximately 6,500 LF of 12” and 8” DIP water mains complete with valves and hydrants and installation of ten (10) new valves (4 insertion valves). The Engineer shall provide the following Work on the Project as defined herein and as follows:

1. Engineering Design

Carter & Sloope, Inc. will furnish 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. We will not conduct any boundary surveys unless requested by the Client as an Additional Service or unless included as part of our Basic Services for providing Easement sketches. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to design locate requests so it has been our experience that local knowledge from Client’s personnel is extremely valuable; therefore, we will work closely with the Client in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities or determine elevations of subsurface utilities unless requested by the Client as an Additional Service.

Once the linear surveying is completed, we will prepare preliminary design documents (60% complete) for the proposed water 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 one (1) full-size set of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

The number of prime contracts for this Project that is designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. Permitting Assistance

After the final design documents are approved by the Client, 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. We anticipate the following:

- a. *Georgia Utility Permitting System* for utility encroachment permit applications through the Georgia Department of Transportation;
- b. *Land Disturbing Permit Application to the Local Issuing Authority*, which is the City of Stockbridge.

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

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.

4. Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction 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, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be **150 calendar days**.

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 Client 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, Interpretations and 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 and subject to any limited in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the 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 Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- d. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified Construction Contract Documents.
- 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 of schedules which the Contractor is required to develop and 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. *Change Orders and Work Change Directives:* Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- i. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- j. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.
- k. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.
- l. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- m. *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:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, 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 Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's 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 Construction Contract Documents).

- 2) 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 Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- n. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client 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.
 - o. *Record Drawings:* Prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat 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. The extent of Engineer's review of record documents shall be to check that the Contractor has submitted all pages.
 - p. *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 Client 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 Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client 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 Client. 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.

- q. *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 Client 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 Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- r. *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.
- s. *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 Client 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 Client 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.
- t. *Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the *Construction* Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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 Client and the Engineer, during construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work.

Such visits and observations by Engineer, and/or his Resident Project 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 as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

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 and qualified design 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 Resident Project 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 the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its 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. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. For the purposes of this Task Order, we have budgeted **40 man-hours** for periodic Onsite Construction Observations.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the 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

Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, 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 Client 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 Client 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 Client 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 Client 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 1 - 5 for the lump sum amounts listed below. Task 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>
1.	Engineering Design	Lump Sum \$ <u>42,500</u>
2.	Permitting Assistance	Lump Sum \$ <u>2,700</u>
3.	Bidding	Lump Sum \$ <u>8,000</u>
4.	Construction Administration (assumes 5 months)	Lump Sum \$ <u>27,800</u>
5.	Construction Observation (assumes <u>40</u> man-hours)	Hourly not-to-exceed \$ <u>4,800</u>
<i>Total of Items 1 – 5 Inclusive:</i>		\$ 85,800.00

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 additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 90 days, or man-hours listed herein.
- i. 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.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. 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.
- m. 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.
- n. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical and materials testing and consulting services.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting other than submitting pre-construction notification documents.
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. 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.

- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.
- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- v. All building and permit fees and building inspection fees.
- w. 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. (706) 769-4119
 Name 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>President/Principal Engineer</u> Date: <u>June 14</u> , 2021	_____ Signature By: <u>Randy Knighton</u> Title: <u>City Manager</u> Date: _____, 2021



City of Stockbridge

Fund Balance Report

As Of 05/10/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
505 - WATER & SEWER	8,376,143.41	1,278,978.50	1,219,545.00	8,435,576.91
510 - STORMWATER	1,014,524.98	45,301.48	182,804.03	877,022.43
540 - SANITATION SOLID WASTE COLLECTION	1,125,414.49	73,207.85	395,201.72	803,420.62
Report Total:	10,516,082.88	1,397,487.83	1,797,550.75	10,116,019.96

1. Memorial Park and Walter Way Lift Station Rehabilitations**Scope of Services**

Project will remove the existing Gorman-Rupp lift stations at memorial Park and Walter Way and its associated piping, rehabilitate the wet well and install a protective coating, design new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, design a new valve vault, design a bypass pump piping connection, and new concrete slab.

Task Order: **\$124,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

2. Northbridge Subdivision Gravity Sewer Mains Rehabilitation**Scope of Services**

Project will rehabilitate approximately ten-thousand three-hundred (**10,300**) linear feet of existing gravity sanitary sewer mains and manholes within the subdivision.

Task Order: **\$176,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

3. Water Service Lines Replacement**Scope of Services**

Project will replace approximately 210 water services.

Task Order: **\$62,700.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

4. Water System Improvements

Scope of Services

Project will install approximately sixty-five hundred (**6,500**) linear feet of twelve (**12"**) inch and eight (**8"**) inch ductile iron water mains with valves and hydrants and ten (**10**) new valves.

Task Order: \$85,800.00

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

Sewer

Project	Task Order Cost
Memorial Park and Walter Way Lift Station Rehabilitations	\$124,900.00
Northbridge Subdivision Gravity Sewer Mains Rehabilitation	\$277,400.00
Total	\$402,300.00

Water

Project	Task Order Cost
Water Service Lines Replacement	\$62,700.00
Water System Improvements	\$85,800.00
Total	\$148,500.00

Total	\$550,800.00
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Water and Sewer Fund Balance (As of May 10, 2021 Unaudited)

Division	Fund Balance Split	Amount
Water	54%	\$4,513,718.81
Sewer	46%	\$3,921,858.10
Total		\$8,435,576.91



City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron and Brad Holtsinger

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

Northbridge Subdivision Sanitary Sewer Mains Rehabilitation

BACKGROUND INFORMATION:

Project will rehabilitate approximately 10,300 linear feet of existing gravity sanitary sewer mains and manholes within the subdivision.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$176,900.00**

ATTACHMENTS:

☐

Task Release

THIS ___ day of _____, 2021 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:
Northbridge Subdivision Sanitary Sewer Main Rehabilitation
C&S Project No. S9100.048

2. The Work:

Carter & Sloope shall provide for the rehabilitation of approximately 10,300 LF of existing gravity sanitary sewer mains, with manholes. 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:

1. Engineering Design

Carter & Sloope 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 & Sloope 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 complete a desktop analysis of existing capacity and estimate the existing contributory flows to determine if the segments of the collection system are adequately sized. C&S will not perform visual evaluation of the manholes or sewer mains, including CCTV, but can provide this as an additional service. Additionally, review of Owner provided CCTV and infrastructure condition documentation is not included in the scope of work but can be provided as an additional service. Following completion of the desktop analysis, 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 one (1) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

The number of prime contracts for this Project that is designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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. *Sanitary Sewer Extension Submittal* to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- b. *Land Disturbing Permit Application to the Local Issuing Authority*, which is the City of Stockbridge;

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

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.

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, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be **360 calendar days (or 12-months)**.

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:
 - 1) 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).
 - 2) 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.

1. *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.

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 192 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 1, 2, 3 and 4 for the lump sum amounts listed below. Task 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>
1	Engineering Design	Lump Sum \$ <u>96,700</u>
2	Permitting Assistance	Lump Sum \$ <u>2,200</u>
3	Bidding	Lump Sum \$ <u>8,000</u>
4	Construction Administration	Hourly not-to-exceed \$ <u>46,800</u>
5	Construction Observation (assumes <u>192</u> man-hours)	Hourly not-to-exceed \$ <u>23,200</u>
<i>Total of Items 1 – 5 Inclusive:</i>		\$ 176,900.00

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:
- Services resulting from significant changes in the scope, extent, or character of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, 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.
 - Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
 - Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
 - 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 Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 - Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at **365 days**, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client 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.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services 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.
- m. 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 Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- n. Geotechnical engineering and materials testing during construction. The Client should contract directly with a geotechnical engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting;
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting;
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services;



City of Stockbridge

Fund Balance Report

As Of 05/10/2021

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
505 - WATER & SEWER	8,376,143.41	1,278,978.50	1,219,545.00	8,435,576.91
510 - STORMWATER	1,014,524.98	45,301.48	182,804.03	877,022.43
540 - SANITATION SOLID WASTE COLLECTION	1,125,414.49	73,207.85	395,201.72	803,420.62
Report Total:	10,516,082.88	1,397,487.83	1,797,550.75	10,116,019.96

1. Memorial Park and Walter Way Lift Station Rehabilitations**Scope of Services**

Project will remove the existing Gorman-Rupp lift stations at memorial Park and Walter Way and its associated piping, rehabilitate the wet well and install a protective coating, design new submersible pumps complete with a control panel and new SCADA system, structural design of a new slab and hatches over the wet well, design a new valve vault, design a bypass pump piping connection, and new concrete slab.

Task Order: **\$124,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

2. Northbridge Subdivision Gravity Sewer Mains Rehabilitation**Scope of Services**

Project will rehabilitate approximately ten-thousand three-hundred (**10,300**) linear feet of existing gravity sanitary sewer mains and manholes within the subdivision.

Task Order: **\$176,900.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

3. Water Service Lines Replacement**Scope of Services**

Project will replace approximately 210 water services.

Task Order: **\$62,700.00**

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

4. Water System Improvements

Scope of Services

Project will install approximately sixty-five hundred (**6,500**) linear feet of twelve (**12"**) inch and eight (**8"**) inch ductile iron water mains with valves and hydrants and ten (**10**) new valves.

Task Order: \$85,800.00

Task Order Approved: No

Proposed Bid Date: To Be Determined

Funding Source: Fund Balance/SPLOST V

Engineer: Carter & Sloope, Inc.

Sewer

Project	Task Order Cost
Memorial Park and Walter Way Lift Station Rehabilitations	\$124,900.00
Northbridge Subdivision Gravity Sewer Mains Rehabilitation	\$277,400.00
Total	\$402,300.00

Water

Project	Task Order Cost
Water Service Lines Replacement	\$62,700.00
Water System Improvements	\$85,800.00
Total	\$148,500.00

Total	\$550,800.00
--------------	---------------------

Water and Sewer Fund Balance (As of May 10, 2021 Unaudited)

Division	Fund Balance Split	Amount
Water	54%	\$4,513,718.81
Sewer	46%	\$3,921,858.10
Total		\$8,435,576.91

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE REGULATION OF SMALL BOX DISCOUNT STORES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Stockbridge is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Stockbridge, Georgia desires to adopt an ordinance providing for the regulation of small box discount stores; and,

WHEREAS, the health, safety, and welfare of the citizens of Stockbridge, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY ORDAINS:

Section 1. That Appendix A to the Zoning Code of the City of Stockbridge, Georgia is hereby amended by adding the following new definition:

"Small Box Discount Store. A retail store (a) with floor area less than 12,000 square feet (b) that primarily offers for sale a combination and variety of convenience shopping goods and consumer shopping goods; and (c) continuously offers and advertises a majority of the items in their inventory for sale at a price less than \$10.00 per item. Small Box Discount Store shall not include the following: drug stores or a convenience store attached to or collocated with gas stations."

Section 2. That Section 12.02.120 of the Zoning Code of the City of Stockbridge, Georgia is hereby amended by deleting said section in its entirety and replacing it with the following in lieu thereof:

"12.02.120 – Small Box Discount Stores.

To avoid over-concentration, a small box discount store must be separated from another small box discount store within or outside the City by a minimum distance of 5 miles. The required separation distance must be measured in a straight line from the nearest point on the lot line of the property occupied by a small box discount store to the nearest point on a lot line of the other property occupied by a small box discount store."

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of the City of Stockbridge at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of its enactment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ORDAINED this _____ day of _____ 2021.

CITY OF STOCKBRIDGE, GEORGIA

Anthony S. Ford, Mayor

ATTEST:

Vanessa Holiday, City Clerk

(SEAL)

APPROVED AS TO FORM:

Quinton G. Washington, City Attorney

Date Presented to Mayor: _____

Date Received from Mayor: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Renee Wheeler

DEPARTMENT: Human Resources

ITEM/PROJECT/EVENT:

Section 630.00 Performance and Salary Reviews—The following statement will be revised to read: Appointed employees (City Clerk, City Treasurer, City Manager, City Attorney, Executive Assistant to Mayor and Council will receive their annual performance reviews during the months of October thru December.

BACKGROUND INFORMATION:

Council has requested that the annual performance evaluations/reviews on appointed staff be held during the months of October –thru December.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☒ N/A

AMOUNT N/A

ATTACHMENTS:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

ITEM/PROJECT/EVENT:

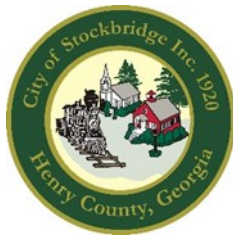
BACKGROUND INFORMATION:

Every employee's job performance is important to the city and is critical to the services we provide to our citizens. The performance appraisal process provides a means for discussing, planning, and reviewing the performance of each employee. The City believes more frequent formal feedback is most helpful to employees. Therefore, your supervisor and/or Department Head may provide you with feedback and/or a review of your job performance periodically throughout the year. These reviews may be verbal or in writing.

New employees and employees in new job positions will generally be reviewed at the end of their introductory period. In addition, all employees will receive an annual performance review from their supervisor and/or Department Head, which will be conducted on or around the anniversary date of their employment with the city or date of their last promotion, transfer, or demotion into their current job position. Normally, this review will be postponed or delayed beyond an employee's anniversary date or date of promotion, transfer, or demotion into their current position to reflect any period of time greater than 30 days in which an employee was out of work during the prior year. These reviews will be completed on an approved form and provide an assessment of each employee's job performance and progress.

Employees appointed by Mayor and Council (City Manager, City Clerk, City Treasurer, City Attorney, Executive Assistant to Mayor and Council), will receive their performance reviews either individually or collectively by the Council in executive session during the months of October thru November. All compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Council.

These reviews are intended to provide a basis for better understanding between you and your supervisor and/or Department Head regarding your job performance, potential, and development within the city. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment. All compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City Manager. Of course, if employees ever have questions or would like feedback on their job performance, they are encouraged to discuss it openly with their supervisor and/or Department Head or in the case of appointed employees from the city council.



City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☒ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Randy Knighton City Manager

DEPARTMENT: Executive

ITEM/PROJECT/EVENT:

Change Order for \$101,598 – Add perimeter fencing and associated landscape buffering to the project at the request of city staff. Presentation of fencing locations and landscape buffering to be provided by TSW.

Change Order for \$40,671 – Adds 3 flagpoles with lighting. TSW to present location of the flagpoles. An alternate to attach the flagpoles to the concrete perimeter wall is being researched.

BACKGROUND INFORMATION:

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

ATTACHMENTS:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

Change Order

Document G701

PROJECT:

SO 1928 City of Stockbridge Amphitheater
4640 N Henry Blvd
Stockbridge, Ga 30281

CHANGE ORDER NO: 21

DATE: 6/10/2021

OWNERS PROJECT #:

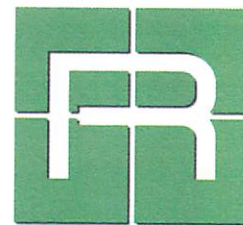
CONTRACT DATE: November 26, 2019

CONTRACT FOR: GENERAL CONTRACTOR

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
FIELD	☐
OTHER	☐

TO CONTRACTOR: H.J. Russell & Company

171 17th Street
Suite 1600
Atlanta, Ga 30363



RUSSELL

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached backup for details pertaining to this change order amount.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 15,851,592.00
Net change by previously authorized Change Orders	\$ 3,710,961.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 19,562,553.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 142,269.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 19,704,822.00

The Contract Time will be increased by 20 days.

The date of Substantial Completion as of the date of this Change Order therefore is August, 4th 2021.

H. J. Russell & Company

ARCHITECT

CONTRACTOR

OWNER

BY

BY

BY

6/10/21

DATE

DATE

DATE

CONTRACT CHANGE ORDER NO.21
ATTACHMENT "A"
PROJECT NAME: Stockbridge Amphitheater
CONTRACT DATE: November 26, 2019

CONTRACTOR - H. J. Russell & Company

CHANGES TO THE SCOPE OF WORK:

The Contract Sum is adjusted, as follows: (see backup for details)

COR #	Description	Schedule Increase		COR COST	
COR #77	ASI #23 Fencing & Vegetative Buffer Pricing	20*	4-6 week lead time on fencing product from date of approved submittals**	\$	101,598.00
COR #78	Flag Pole Pricing	10	Concurrent with COR #77	\$	40,671.00
Schedule Duration Increases by		20*	Days		
Project Substantial Completion increased by 30days ; therefore, the new Substantial Completion Date date is August 4th, 2021.					
*Schedule Duration increase of 30 days is subject to CO#21 & CO#20 being approved by June 15th, 2021. If CO#21 & CO#20 is not approved by 6/15/21 then Additional Schedule Duration days will be added to the Project Substantial Completion for each day that exceeds June 15th, 2021 until approval.					
**If CO#20 is rejected & CO#21 is approved then the Schedule Duration increase would be 50days from CO#21 approval to account for the Fence product lead time.					
Total Change Order Amount:				\$	142,269.00
END OF ATTACHMENT "A"					



Change Proposal Request

Stockbridge Amphitheater

Potential Change Item Request # :

77

Date

6/8/21

PROJECT INFORMATION: Stockbridge Amphitheater and Roadway Construction

Project Number: SO1928

Owners PM

Randy Knighton

Project Title: The Stockbridge Amphitheater

Service Area

PCI #

DESCRIPTION OF THE PROPOSED CHANGE:

☒ Mandatory☐ Elective

Description ASI #23 Perimeter Fencing Pricing Only (Seperated from COR 74)

Reference: Design Changes by Owner

PRICING DETAILS:

Item No	Company Name	Short Description	Amount
001	C&C Fencing	Pricing for additional Ameristar Fencing & 5ft gate added in ASI #23	\$54,975.00
002	HJR Site Fencing	Pricing for extended time required on temporary site fencing	\$1,500.00
003	Additional Surveying Cost	Pricing for locating & staking fence line for permanent fencing	\$1,500.00
004	Pricing for Landscape Vegetative Buffer	Price to landscae the back property line along Bryant Street to provide vegetative buffer	\$21,622.20
005	HJR Pressure Washing	Price to pressure wash sidewalks & Roadway	\$3,500.00
006	Equipment Cost - Street Sweeper	Price for streetsweeper equipment to wash parking lot & roadway	\$4,500.00
007	HJR Payment and Performance Bond		\$56.94
008			\$0.00
009			\$0.00
010			
011		Sub Total	\$87,654.14
	H. J Russell & Company	General Conditions @ 7.5%	\$6,574.06
	H. J Russell & Company	Overhead @ 2%	\$1,753.08
	H. J Russell & Company	Insurance @ 1.3%	\$1,139.50
	H. J Russell & Company	Procure Expenses @ 0.65%	\$569.75
	H. J Russell & Company	Fee @ 4%	\$3,907.62
		Total	\$101,598.16
			\$101,598.16

Net Amount of this Proposed Change (select one):

☒ ADD ☐ DEDUCT ☐ NO CHANGE

\$101,598

Schedule Impact: ☐ TBD ☐ No ☒ Yes; # of Days 20

**** This Change Order Request is Valid until 06/14/2021 If not approved by said sdate, the COST of Work is subject to repricing upon Owners written Authorization to Proceed.**

***** This Change Order Request if not approved by 06/14/21 will result in ADDITIONAL SCHEDULE DAYS to the Substantial Completion date of 06/15/2021 for each day that exceeds 06/14/2021 until approval**

******Schedule increase of 20 days is subject to COR #74 approval. If COR #74 is not approved the schedule increase for this COR will be 50 days to account for material lead times.**

The Date of Substantial Completion will be (Increased, Decreased, Unchanged) by 20 days as a result of this Change Order Request and the new Substantial Completion Date will be 08/05/2021

ARCHITECT

CONTRACTOR

OWNER

BY

BY

BY

DATE

DATE

DATE

6/8/2021

Stockbridge Amphitheater
PCO BACK-UP SHEET

COR	77 ASI #23 Perimeter Fencing Pricing Only (Separated from COR 74)									6/8/2021																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:

HJ RUSSELL

Address:

504 FAIR STREET, ATLANTA, Georgia
30314

Payment Terms: Net 30, ½ Deposit or COD

Prepared by: SS

Date: 5/20/2021

Job Name/Number: STOCKBRIDGE AMPHITHEATER/29218

Job Location: 117 EAST ATLANTA ROAD, STOCKBRIDGE, Georgia 30281

Contact Name:

Phone:

Work Order Stage:**Proposal Notes:**

PARKING LOT FENCE (5 FOOT HIGH)	FURNISH AND INSTALL 854 FEET OF 5 FOOT 3 RAIL MONTAGE PLUS FENCE WITH ONE 5 FOOT SINGLE GATE. GATE TO HAVE LOCKEY CODED LOCK FOR ENTRY AND FREE EXIT.	\$54975.00
WALL FENCE (42 INCH)		

Quote is good for 7 days.

Please Read Terms & Conditions Carefully

Pricing included in
COR 74

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of HJ RUSSELL

Date

Signature of C&C Representative

Date



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

Terms & Conditions

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Additional charges may occur if any alteration or deviation, including unusual ground conditions involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. If such obstacles stop completion of job only labor and materials used will be charged. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is solely responsible for the location of the fence in this proposal and will defend C&C Fence Co., Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. Purchaser will notify C&C Fence Co., Inc. of any underground obstructions and is responsible for property plat sheet. Purchaser is responsible for all damages to unknown underground items such as cable TV, septic systems, sprinklers, propane gas lines, low voltage lines, etc. Purchaser is responsible for any special work described in proposal. The parties agree that, in the event the purchaser does not pay all sums as listed on this contract to C&C Fence Co., Inc., it may bring suit against the purchaser and the purchaser agrees to pay all costs of collection, including a reasonable attorney's fee. The purchaser does hereby agree to grant a security interest to C&C Fence Co., Inc. and does further agree that if full payment as agreed is not paid, a lien shall be placed against the contractual property for all sums due including costs of collection and a reasonable attorney's fee as determined by a court of competent jurisdiction. Price does not include any labor or materials for ground sleeves needed for geo-grid matting.

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of : 61845.00

The items listed above are the only items that will be installed on this project without written Change orders. All contracts must include this proposal or have a stated schedule of values.

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of HJ RUSSELL

Date

Signature of C&C Representative

Date



Estimate

Date	Estimate #
5/18/2021	11333

Name/ Address
Stockbridge Amphitheatre & Roadway 4640 N. Henry Blvd. Stockbridge, GA 30281

Thank you for the opportunity to quote the following items on the above referenced project.

Description	Qty	Rate	Total
Change Order for ASI #23- Parking Lot			
Installation of 5 (12' Ht) Radican Japanese Cedar	5	472.22	2,361.10
Installation of 0 (8' Ht) Burkii Red Cedar	0	382.22	0.00
Installation of 6 (3" Cal) Brackens Brown Beauty Magnolia	6	472.22	2,833.32
Installation of 9 (3" Cal) Saucer Magnolia	9	427.22	3,844.98
Installation of 6 (3" Cal) Butterfly Magnolia	6	472.22	2,833.32
Installation of 11 (3" Cal) Sangria Nuttall Oak	11	382.22	4,204.42
Installation of 14 (3" Cal) Hightower Willow Oak	14	382.22	5,351.08
Installation of 9 (8' Ht) Green Giant Arborvitae	9	355.22	3,196.98
Installation of 11 (5" Cal) Princeton Elm	11	1,203.85	13,242.35
Installation of 373 (3 Gal) Cinnamon Girl Distylium	373	31.26	11,659.98
Installation of 4 (3 Gal) Jim Dandy Winterberry	4	22.40	89.60
Installation of 32 (3 Gal) Red Sprite Winterberry	32	22.40	716.80
Installation of 60 (3 Gal) Little Henry Virginia Sweetpire	60	32.25	1,935.00
Installation of 1080 (1 Gal) Regal Mist Pink Muhly Grass	1,080	7.20	7,776.00
Installation of 293 (4" pot) Creeping Fig	293	4.83	1,415.19
Installation of 3007 (4" Pot) Big Blue Liriope	3,007	2.39	7,186.73
Back Area of Parking Lot: Total \$21,622.20.			
Installation of 9 (12' Ht) Radican Japanese Cedar	9	472.22	4,249.98
Installation of 3 (3" Cal) Saucer Magnolia	3	427.22	1,281.66
Installation of 6 (3" Cal) Brackens Brown Beauty Magnolia	6	472.22	2,833.32
Installation of 14 (8' Ht) Green Giant Arborvitae	14	355.22	4,973.08
Installation of 14 (8' Ht) Burkii Red Cedar	14	382.22	5,351.08
Installation of 8 (3 Gal) Jim Dandy Winterberry	8	22.40	179.20
Installation of 69 (3 Gal) Red Sprite Winterberry	69	22.40	1,545.60
Installation of 124 (1 Gal) Regal Mist Pink Muhly Grass	124	7.20	892.80
Installation of 132 (4" Pot) Big Blue Liriope	132	2.39	315.48
Credit for 5 Elms that were 8" and took size to 5"		-1,675.00	-1,675.00
Installation of Hardwood Mulch at 3": 330 Yards	330	65.00	21,450.00
Installation of Bermuda Sod: 4 Pallets	4	300.00	1,200.00
Delivery Fee		300.00	300.00

Pricing to be included in COR 77 for Fencing & Vegetative buffer

Total

Accepted by:



Date	Estimate #
5/18/2021	11333

~~\$119,162.25~~

Page 2



Date	Estimate #
4/19/2021	11302

Thank you for the opportunity to quote the following items on the above referenced project.

This quote does not include any items not specifically listed on this quote sheet. This quote should not be construed to be strictly per plans and specifications.
This quote is valid for 30 days from date shown. Subgrade shall be provided at plus or minus 1/10th prior to starting our work. This quote is valid only if a mutually acceptable form of agreement in writing is offered. This quote does not include any weekend, night, holiday or off hours work unless specifically noted herein.

Total	\$51,240.00
--------------	-------------

Accepted by: _____



Change Proposal Request

Stockbridge Amphitheater

Potential Change Item Request # :

78

Date

5/25/21

PROJECT INFORMATION: Stockbridge Amphitheater and Roadway Construction

Project Number: SO1928

Owners PM

Randy Knighton

Project Title: The Stockbridge Amphitheater

Service Area

PCI #

DESCRIPTION OF THE PROPOSED CHANGE:

☒ Mandatory☐ Elective

Description: Flag Poles & Flag lighting installation

Reference:

Design Changes by Owner

PRICING DETAILS:

Item No	Company Name	Short Description	Amount
001	Taffolas Concrete	Pricing for installing 10ftx10ft concrete pad for flag poles	\$2,917.00
002	Accessories Unlimited	Pricing for installing 3 flag poles	\$8,507.38
003	Gene Lynn Electric	Pricing for installing conduit, new circuits & 3 flag pole lights	\$10,797.88
004	LawnTech**	Pricing for redoing landscaping & irrigation at the flag pole areas	\$11,344.00
005	HJR Site Clean up	Pricing for locating & staking fence line for permanent fencing	\$1,500.00
009	HJR Payment and Performance Bond		\$22.79
010			\$0.00
011			\$0.00
012			
013		Sub Total	\$35,089.05
	H. J Russell & Company	General Conditions @ 7.5%	\$2,631.68
	H. J Russell & Company	Overhead @ 2%	\$701.78
	H. J Russell & Company	Insurance @ 1.3%	\$456.16
	H. J Russell & Company	Procure Expenses @ 0.65%	\$228.08
	H. J Russell & Company	Fee @ 4%	\$1,564.27
		Total	\$40,671.02
			\$40,671.02

Net Amount of this Proposed Change (select one):

☒ ADD☐ DEDUCT☐ NO CHANGE

\$40,671

Schedule Impact: ☐ TBD ☐ No ☒ Yes: # of Days 10

**** This Change Order Request is Valid until 06/01/2021 If not approved by said date, the COST of Work is subject to repricing upon Owners written Authorization to Proceed.**

***** This Change Order Request if not approved by 06/01/21 will result in ADDITIONAL SCHEDULE DAYS to the Substantial Completion date of 06/15/2021 for each day that exceeds 06/01/2021 until approval**
The Date of Substantial Completion will be (~~Increased~~, ~~Decreased~~, ~~Unchanged~~) by 10 days as a result of this Change Order Request and the new Substantial Completion Date will be 07/05/2021

_____ ARCHITECT	<u>H.J. Russell 310</u> _____ CONTRACTOR	_____ OWNER
_____ BY	<u>B. Vaelt</u> _____ BY	_____ BY
_____ DATE	<u>5/25/2021</u> _____ DATE	_____ DATE

Stockbridge Amphitheatre
PCO BACK-UP SHEET

76 Flag Poles & Flag lighting installation										5/25/2021				
		Pricing for installing 3 Flag poles, with 3 lights & concrete pad									Enter information in cells highlighted in yellow only			
ITEM	Subcontractor/Contractor	QTY	TYPE	LAB U.P.	LABOR AMT	M/EQ. U.P.	M/EQ. AMT.	SUB. AMT.	TOTAL					
					-		-	-	-					
					-		-							
	1 Taffoias Concrete	1	LS		\$ -	0	-	2,917	\$2,917.00					
	2 Accessories Unlimited	1	LS		\$ -	0	-	8,507	\$8,507.38					
	3 Gene Lynn Electric	1	LS		\$ -	0	-	10,798	\$10,797.88					
	4 LawnTech**	1	LS		\$ -	0	-	11,344	\$11,344.00					
	5 HJR Site Clean up	1	LS		\$ -	0	-	1,500	\$1,500.00					
	6 HJR Payment and Performance Bond	1	LS		\$ -	0	-		\$22.79					
					-		-		\$0.00					
	BASE SUBTOTAL				-		-							
	SALES TAX @ 8%								\$35,089.05					
									\$0.00					
								Incl. above	\$0.00					
	General Conditions @ 7.5%	7.50%							\$2,631.68					
	Overhead @2%	2%							\$701.78					
	Insurance @ 1.3%	1.30%							\$456.16					
	Procure @ .65%	0.650%							\$228.08					
	SUBTOTAL								\$39,106.75					
	Ovehead & Profit @ 4%	4%							\$1,564.27					
	GRAND TOTAL								\$40,671.02					
	** Pricing for landscaping is an allowance & is subject to change once design is issued													

Date _____



CHANGE ORDER PROPOSAL

Date: 5/19/2021
 To: HJ Russell
 Attn: Chirag Venkatesan
 Project: Stockbridge Amphitheater

Bulletin # 4						
RFP / RFI #						
TITLE OF CHANGE:		(3) Flag Poles				
DESCRIPTION OF CHANGE:		Furnish & Install (2) 20ft and (1) 25ft Flag Poles. Ground Set Sleeves to be Installed by Others. Included: Internal, hand-crank winch Halyard, Ground Sleeve, Gold Anodized Finial Ball. EXCLUDED: Installation of Ground Sleeve.				
LABOR		Our Foreman is our lead installer. He installs the materials along with the labor who is assisting him. The Foreman performs all the layout coordination and location of material. The Journeyman performs all the drilling, wall penetrations, fastener inserts required for the installation. The laborer loads/unloads all materials, unpacks product, disposes of trash. All cost is inclusive of time associated with arrival, setup and coordination of the actual physical labor task at hand.				
	Hourly Rate \$	Hours	Subtotal - Labor	Overtime Hours	Subtotal - Overtime Labor	Total Labor & Burden
Superintendent	\$ 84.53		\$ -		\$ -	\$ -
Foreman	\$ 63.72	12.00	\$ 764.64		\$ -	\$ 764.64
Journeyman	\$ 50.72	12.00	\$ 608.64		\$ -	\$ 608.64
Laborer	\$ 31.21	8.00	\$ 249.68		\$ -	\$ 249.68
Project Manager	\$ 201.56		\$ -		\$ -	\$ -
Subtotals:			\$ 1,622.96		\$ -	\$ 1,622.96
			MARKUP (15% OH/P)			\$ 243.44
			Total Labor:			\$ 1,866.40
MATERIALS						
ITEM	QUANTITY	UOM	UNIT PRICE	EXTENSION		
(2) 20ft (1) 25ft Aluminum Flagpole	3	EA		\$ 4,970.00		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
MATERIAL SUBTOTAL				\$ 4,970.00		
FREIGHT CHARGES				\$ 377.00		
TAX				\$ 427.76		
SUBTOTAL				\$ 5,774.76		
MARKUP (15% OH/P)				\$ 866.21		
MATERIAL TOTAL				\$ 6,640.97		
SUMMARY						
LABOR TOTAL				\$ 1,866.40		
MATERIAL TOTAL				\$ 6,640.97		
SUBTOTAL)				\$ 8,507.38		
TOTAL				\$ 8,507.38		

All work associated with this change order is on hold until a formal written release/approval is received.



May 21, 2021

Kirk Voelkel
H. J. Russell**Stockbridge Amphitheater**

Addition of (3) flag pole lights per the cut sheet.

Material:

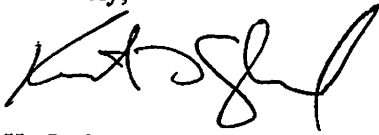
(3) flag pole lights @ 1995.00 ea.	=	5,985.00
60 ft. - 3/4 PVC @ 82.00 C	=	49.20
(2) - 3/4 PVC 90 @ 2.00 ea.	=	4.00
(1) - PVC J-box @ 18.00 ea.	=	18.00
450 ft. - #10 THHN @ 348.00 M	=	<u>156.60</u>
		6,212.80
		<u>434.90</u> 7 % tax
		6,647.70

Labor:

(2) men @ 16 hrs. each	=	32 hrs
Foreman - 2 hrs. @ 79.00	=	158.00
Electrician-30 hrs. @ 64.00ea.	=	1,920.00
Project Mgr. - 1/2 hr. @ 150.00 ea.	=	<u>75.00</u>
		2,153.00

6,647.70	Material
2,153.00	Labor
<u>450.00</u>	Rental Equipment
9,250.70	
<u>1,387.61</u>	15% P&O
10,638.31	
<u>159.57</u>	1.5% Bond Premium
\$10,797.88	

Sincerely,

A handwritten signature in black ink, appearing to read 'K. C. Copeland', written in a cursive style.

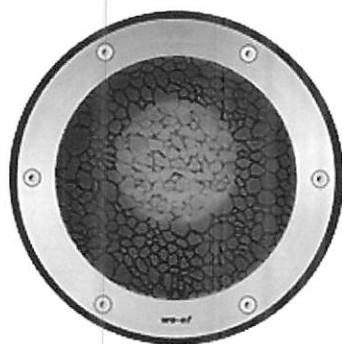
K. C. Copeland
Vice President

ETC130-GB LED ASC

Inground Luminaires

1/6

we-ef



Description

IP69K. Inground LED uplight. Suitable for flush installation in concrete or earth. Drive Over rated. Offset gimbal mounted lamp module, with lockable aiming, 30° vertical tilt, and 360° horizontal rotation. Special effects can be realized with linear lens, flood lens, or color filters. ASC Anti Slip Coating.

ETC130-GB LED ASC

Inground Luminaires

2/6

we-ef

Specifications

Material Specification

Body:	Luminaire body constructed of deep drawn stainless steel. Outer housing composite material.
Lens:	5/8 in thick Antislip Coating ASC tempered glass lens (Slip Resistance Class R10), max load 5 Tonnes
Colours:	Stainless Steel
 IP69K	The Highest Ingress Protection Rating Available!
 ETL	ETL, UL-1598 equivalent, CSA-C22.2#250.0. Suitable for Wet Locations.
 Quick Ship	Quickship features a one week ship time for Steplights and two week ship time for the rest of our Core products. All applicable information must be included for orders to be processed and colors must be in one of our 4 standard finishes. A maximum order quantity of 30 pieces applies.
Gasket:	Silicone rubber gasket
Fasteners:	PCS polymer coated stainless steel
Ingress protection:	IP69K - HIGHEST PROTECTION RATING AVAILABLE
Impact protection:	IK10+
Corrosion protection:	5CE
Surge protection:	Integral 10kV Surge Protector
Mounting:	Suitable for installation in concrete or earth. Suitable for walk-over and DRIVE-OVER applications. Proper drainage and foundation support must be provided.
Listings:	ETL, UL-1598, CSA-C22.2#250.0. Suitable for Wet Locations.

Electrical Specification

Power supply:	Integral [ECG] electronic driver 120V-277V. 0-10V dimmable, to be specified with order.
Termination:	Factory sealed termination chamber
Cable:	3 feet of flexible 18/3 cable

Lifetime

LED >60,000 h Ta 25°C (L70/B10) Control gear >50,000 h Ta 25°C

Dimming

0-10V available in request. Must be factory fitted.

ETC130-GB LED ASC

Inground Luminaires

3/6

we-ef

Choices

Light Distributions



symmetric, wide beam [W]



symmetric, medium beam [M]



symmetric, very narrow beam [VN]



symmetric, very narrow beam, 'sharp cut-off' [VNS]



linear spread, medium beam [M]



linear spread, very narrow beam [VN]



linear spread, very narrow beam, 'sharp cut-off'

**Nominal
Lumen**

2217

**Nominal
Watt**

18

Colour Temperatures

3000 K

4000 K

Colours

Stainless Steel

ETC130-GB LED ASC

Inground Luminaires

4/6

we-ef

Configurations

Light Distributions

	Part ID	Light Source	Delivered Lumens	Rated Input Power	CRI	Weight	Link
 symmetric, very narrow beam, 'sharp cut-off' [VNS]	611-3134	LED-12/18W / 500 mA - 3000 K	1697	21	80	18.20	📄 ↗
	611-3135	LED-12/18W / 500 mA - 4000 K	1697	21	80	18.20	📄 ↗
 symmetric, medium beam [M]	611-3120	LED-12/18W / 500 mA - 3000 K	1650.2	21	80	18.20	📄 ↗
	611-3121	LED-12/18W / 500 mA - 4000 K	1650.2	21	80	18.20	📄 ↗
 symmetric, wide beam [W]	611-3140	LED-12/18W / 500 mA - 3000 K	1457.1	21	80	18.20	📄 ↗
	611-3141	LED-12/18W / 500 mA - 4000 K	1457.1	21	80	18.20	📄 ↗
 symmetric, very narrow beam [VN]	611-3114	LED-12/18W / 500 mA - 3000 K	1586.2	21	80	18.20	📄 ↗
	611-3115	LED-12/18W / 500 mA - 4000 K	1586.2	21	80	18.20	📄 ↗
 linear spread, medium beam [M]	611-3120	LED-12/18W / 500 mA - 3000 K	1541.7	21	80	18.20	📄 ↗
	611-8038						
	611-3121	LED-12/18W / 500 mA - 4000 K	1541.7	21	80	18.20	📄 ↗
	611-8038						
 linear spread, very narrow beam [VN]	611-3114	LED-12/18W / 500 mA - 3000 K	1393.2	21	80	18.20	📄 ↗
	611-8038						
	611-3115	LED-12/18W / 500 mA - 4000 K	1393.2	21	80	18.20	📄 ↗
	611-8038						
 linear spread, very narrow beam, 'sharp cut-off'	611-3134	LED-12/18W / 500 mA - 3000 K	1502	21	80	18.20	📄 ↗
	611-8038						
	611-3135	LED-12/18W / 500 mA - 4000 K	1502	21	80	18.20	📄 ↗
	611-8038						

Related Families / ETC100-GB ASC

Family		Dimensions	Wattage	Nominal Lumen	Links	
					Links	Download Data Sheet
ETC120-GB LED ASC		6.3	6 W	738	📄 ↗	📄 ↓
ETC130-GB LED ASC		9.84	18 W	2217	📄 ↗	📄 ↓
ETC140-GB LED ASC		11.81	24 W	3228	📄 ↗	📄 ↓

ETC130-GB LED ASC

Inground Luminaires

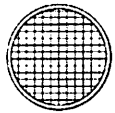
5/6

we-ef

Optical Accessories

Softening Lens

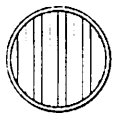
611-8037 IO-360-ETC130-GB-LED



C1

Linear spread lens

611-8038 IO-180 ETC130/330-GB LED



C1

ETC130-GB LED ASC

Inground Luminaires

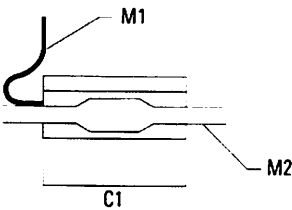
6/6



Electrical Accessories

Sealable junction box

	M1	M2
697-8072 Sealable junction box 130	Ø 0.39	Ø 0.47 - 0.75





City of Stockbridge

AGENDA ITEM

MEETING DATE

June 29, 2021

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☒ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☒ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Randy Knighton City Manager

DEPARTMENT: Executive

ITEM/PROJECT/EVENT:

Change Order Request in the amount of \$210,661. This scope is to reconcile the \$200,000 allowance set up for phase II for landscaping and irrigation, which was not yet designed when the phase II scope was approved .

BACKGROUND INFORMATION:

This scope is to reconcile the \$200,000 allowance set up for phase II for landscaping and irrigation, which was not yet designed when the phase II scope was approved. The \$200,000 allowance was included in the cost to complete the project that Keck & Wood submitted several months ago, and was funded by the approval of the bond increase. The overage of \$210,661 is covered by the project contingency which was also included in the cost to complete.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

Change Order

Document G701

PROJECT:

SO 1928 City of Stockbridge Amphitheater
4640 N Henry Blvd
Stockbridge, Ga 30281

CHANGE ORDER NO: 20

DATE: 6/8/2021

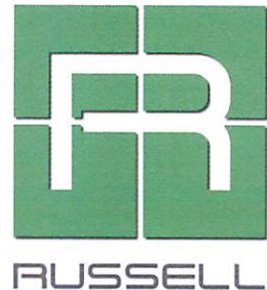
OWNERS PROJECT #:

CONTRACT DATE: November 26, 2019

CONTRACT FOR: GENERAL CONTRACTOR

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
FIELD	☐
OTHER	☐

TO CONTRACTOR: H.J. Russell & Company
171 17th Street
Suite 1600
Atlanta, Ga 30363



THE CONTRACT IS CHANGED AS FOLLOWS:

See attached backup for details pertaining to this change order amount.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 15,851,592.00
Net change by previously authorized Change Orders	\$ 3,500,300.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 19,351,892.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 210,661.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 19,562,553.00
The Contract Time will be increased by 30 days.	
The date of Substantial Completion as of the date of this Change Order therefore is July 15th, 2021.	

ARCHITECT	H. J. Russell & Company	OWNER
BY	CONTRACTOR 	BY
DATE	June 8, 2021	DATE

CONTRACTOR - H. J . Russell & Company

[illegible]



Change Proposal Request

Stockbridge Amphitheater

Potential Change Item Request # :

74

Date

6/8/21

PROJECT INFORMATION: Stockbridge Amphitheater and Roadway Construction

Project Number: SO1928

Owners PM

Randy Knighton

Project Title: The Stockbridge Amphitheater

Service Area

PCI #

DESCRIPTION OF THE PROPOSED CHANGE:

☒ Mandatory☐ Elective

Description ASI #23, #24 & #25 Pricing

Reference: Design Changes by Owner

PRICING DETAILS:

Item No	Company Name	Short Description	Amount
001	Taffolas Concrete	Pricing for weir, headwall footings & additional cheek walls & stairs at E. Atlanta Rd	\$28,280.00
002	Lawntech Landscaping ASI #23	Pricing for trees, plants, sodding & mulching for the Parking lot areas excluding along Bryant street property line	\$96,840.80
003	Lawntech Landscaping ASI #25	Pricing for additional 18 irrigation zones	\$51,240.00
004	42in Fencing at E. Atlanta Retaining Wall	Pricing for 42in tall Ameristar Fencing on retaining wall along E. Atlanta Rd	\$7,270.00
005	Deduct for Electrical Engineering Costs included in COR 29 (Credit)	Deduct for Electrical Engineering costs included for pond pump in COR 29	(\$2,000.00)
006	HJR Payment and Performance Bond		\$118.06
007			\$0.00
008			\$0.00
009			
010		Sub Total	\$181,748.86
	H. J Russell & Company	General Conditions @ 7.5%	\$13,631.16
	H. J Russell & Company	Overhead @ 2%	\$3,634.98
	H. J Russell & Company	Insurance @ 1.3%	\$2,362.74
	H. J Russell & Company	Procure Expenses @ 0.65%	\$1,181.37
	H. J Russell & Company	Fee @ 4%	\$8,102.36
		Total	\$210,661.47
			\$210,661.47

Net Amount of this Proposed Change (select one):

☒ ADD ☐ DEDUCT ☐ NO CHANGE

\$210,661

Schedule Impact: ☐ TBD ☐ No ☒ Yes; # of Days 30

**** This Change Order Request is Valid until 06/14/2021 If not approved by said date, the COST of Work is subject to repricing upon Owners written Authorization to Proceed.**

***** This Change Order Request if not approved by 06/14/21 will result in ADDITIONAL SCHEDULE DAYS to the Substantial Completion date of 6/15/2021 for each day that exceeds 06/14/2021 until approval**

The Date of Substantial Completion will be (*Increased, Decreased, Unchanged*) by 30 days as a result of
this Change Order Request and the new Substantial Completion Date will be 07/15/2021

_____ ARCHITECT	<u>H. Russell 310</u> CONTRACTOR	_____ OWNER
_____ BY	<u>B. Voelt</u> BY	_____ BY
_____ DATE	<u>6/8/2021</u> DATE	_____ DATE

Stockbridge Amphitheater
PCO BACK-UP SHEET

[illegible]

Date _____

Date _____



Estimate

Date	Estimate #
5/18/2021	11333

Name/ Address
Stockbridge Amphitheatre & Roadway 4640 N. Henry Blvd. Stockbridge, GA 30281

Thank you for the opportunity to quote the following items on the above referenced project.

Description	Qty	Rate	Total
Change Order for ASI #23- Parking Lot			
Installation of 5 (12' Ht) Radican Japanese Cedar	5	472.22	2,361.10
Installation of 0 (8' Ht) Burkii Red Cedar	0	382.22	0.00
Installation of 6 (3" Cal) Brackens Brown Beauty Magnolia	6	472.22	2,833.32
Installation of 9 (3" Cal) Saucer Magnolia	9	427.22	3,844.98
Installation of 6 (3" Cal) Butterfly Magnolia	6	472.22	2,833.32
Installation of 11 (3" Cal) Sangria Nuttall Oak	11	382.22	4,204.42
Installation of 14 (3" Cal) Hightower Willow Oak	14	382.22	5,351.08
Installation of 9 (8' Ht) Green Giant Arborvitae	9	355.22	3,196.98
Installation of 11 (5" Cal) Princeton Elm	11	1,203.85	13,242.35
Installation of 373 (3 Gal) Cinnamon Girl Distylium	373	31.26	11,659.98
Installation of 4 (3 Gal) Jim Dandy Winterberry	4	22.40	89.60
Installation of 32 (3 Gal) Red Sprite Winterberry	32	22.40	716.80
Installation of 60 (3 Gal) Little Henry Virginia Sweetpire	60	32.25	1,935.00
Installation of 1080 (1 Gal) Regal Mist Pink Muhly Grass	1,080	7.20	7,776.00
Installation of 293 (4" pot) Creeping Fig	293	4.83	1,415.19
Installation of 3007 (4" Pot) Big Blue Liriope	3,007	2.39	7,186.73
Back Area of Parking Lot: Total \$21,622.20.			
Installation of 9 (12' Ht) Radican Japanese Cedar	9	472.22	4,249.98
Installation of 3 (3" Cal) Saucer Magnolia	3	427.22	1,281.66
Installation of 6 (3" Cal) Brackens Brown Beauty Magnolia	6	472.22	2,833.32
Installation of 14 (8' Ht) Green Giant Arborvitae	14	355.22	4,973.08
Installation of 14 (8' Ht) Burkii Red Cedar	14	382.22	5,351.08
Installation of 8 (3 Gal) Jim Dandy Winterberry	8	22.40	179.20
Installation of 69 (3 Gal) Red Sprite Winterberry	69	22.40	1,545.60
Installation of 124 (1 Gal) Regal Mist Pink Muhly Grass	124	7.20	892.80
Installation of 132 (4" Pot) Big Blue Liriope	132	2.39	315.48
Credit for 5 Elms that were 8" and took size to 5"		-1,675.00	-1,675.00
Installation of Hardwood Mulch at 3": 330 Yards	330	65.00	21,450.00
Installation of Bermuda Sod: 4 Pallets	4	300.00	1,200.00
Delivery Fee		300.00	300.00

Pricing to be included in COR 77 for Fencing & Vegetative buffer

Total

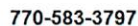
Accepted by:



Date	Estimate #
5/18/2021	11333

~~0110-162-25~~
~~0110-162-25~~

Page 2



Date	Estimate #
4/19/2021	11302

Name/ Address
Stockbridge Amphitheatre & Roadway 4640 N. Henry Blvd. Stockbridge, GA 30281

Thank you for the opportunity to quote the following items on the above referenced project.

Description	Qty	Rate	Total
Change Order Request per ASI #25			
Installation of Permanent Irrigation System: 18 Zones	18	2,486.00	44,748.00
Installation of Sleeving for Irrigation System		5,040.00	5,040.00
Installation of Rain Sensor		300.00	300.00
Bond		1,152.00	1,152.00
NO 2nd Controller or Backflow Included			

This quote is valid for 30 days from date shown. Subgrade shall be provided at plus or minus 1/10th prior to starting our work. This quote is valid only if a mutually acceptable form of agreement in writing is offered. This quote does not include any weekend, night, holiday or off hours work unless specifically noted herein.

\$51,240.00

Accepted by: _____



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:

HJ RUSSELL

Address:

504 FAIR STREET, ATLANTA, Georgia
30314

Payment Terms: Net 30, ½ Deposit or COD

Prepared by: SS

Date: 5/20/2021

Job Name/Number: STOCKBRIDGE AMPHITHEATER/29218

Job Location: 117 EAST ATLANTA ROAD, STOCKBRIDGE, Georgia 30281

Contact Name:

Phone:

Work Order Stage:**Proposal Notes:**

PARKING LOT FENCE (5 FOOT HIGH)	FURNISH AND INSTALL 854 FEET OF 5 FOOT 3 RAIL MONTAGE PLUS FENCE WITH ONE 5 FOOT SINGLE GATE. GATE TO HAVE LOCKEY CODED LOCK FOR ENTRY AND FREE EXIT.	\$51075.00
WALL FENCE (42 INCH)	FURNISH AND INSTALL 84 FEET OF 42 INCH HIGH AMERISTAR MONTAGE PLUS FENCE CORED INTO WALL	\$7270.00
	Total	\$51075.00

Quote is good for 7 days.

Please Read Terms & Conditions Carefully

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of HJ RUSSELL

Date

Signature of C&C Representative

Date