



City of Stockbridge
Bringing People
Together

STOCKBRIDGE CITY COUNCIL

Mayor Judy Neal

Mayor Pro Tem Anthony S. Ford

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilwoman Neat Robinson

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

**Council Meeting
Agenda
September 25, 2017 6:00 PM**



Council Chamber 2nd Floor

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

MONDAY, SEPTEMBER 25, 2017 6:00 PM

Mayor & City Council

Judy Neal, Mayor
Anthony S. Ford, Mayor Pro Tem
Elton Alexander, Councilman
John Blount, Councilman
LaKeisha Gantt, Councilwoman
Neat Robinson, Councilwoman

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

I. Call to Order

II. Roll Call

Present

Absent

Mayor Pro Tem Ford

Mayor Neal

Councilman Alexander

Councilman Blount

Councilwoman Gantt

Councilwoman Robinson

III. Invocation - Bishop Richard Leaphart, New Hope Ministries

IV. Pledge of Allegiance

V. Adoption of the Agenda

VI. Review of Minutes 8/3/17, 8/4/17, 8/14/17 SCM, 8/14/17, 8/17/17, 8/18/17, 8/29/17

August 3, 2017 Draft SCM Minutes

August 4, 2017 Draft SCM Minutes

August 14, 2017 SCM Draft Minutes

August 14, 2017 Draft Minutes

August 17, 2017 Budget Retreat Draft Minutes

August 18, 2017 Budget Retreat Draft Minutes

August 29, 2017 WS Draft Minutes

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes.

NEW BUSINESS

Item # 1 - Council Consideration to approve the 2017 (LMIG) Local Maintenance Improvement Grant list of streets for resurfacing

Presented by: Decius Aaron

Item # 2 - Council Consideration to approve Stormwater Improvement Projects

Presented by: Decius Aaron

Item # 3 - Council Consideration to approve purchase of Chipper not to exceed \$71,950 (Requires budget amendment)

Presented by: Decius Aaron

Item # 4 - Council Consideration to approve purchase of Pump for Smith/Barnes Lift Station not to exceed \$13,444 (requires budget amendment)

Presented by: Decius Aaron

DISCUSSION

Item # 5 - Council Consideration- Task Order No.6- HVAC Evaluation

Presented by: Decius Aaron

CITY MANAGER'S COMMENTS

Michael Harris

CITY CLERK'S COMMENTS

Michael Williams

COUNCIL'S COMMENTS

Councilman Alexander

Councilman Blount

Mayor Pro Tem Ford

Councilwoman Gantt

Councilwoman Robinson

MAYOR'S COMMENTS

Mayor Judy Neal

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENT OF UPCOMING MEETINGS & EVENTS

All meetings will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please check the city's website www.cityofstockbridge.com or contact City Hall offices at 770.389-7900 for information.

- Keep Stockbridge Together Town Hall Meeting, Wednesday, September 27, 2017 at 3:00 P.M. City Hall Chamber.
- Bridgefest 2017 featuring Hispanifest – Saturday, September 30th P.M. on the City Hall lawn from 2:00 P.M. – 10:00 P.M.
- Council Meeting, Monday, October 9, 2017 at 6:00 P.M. City Hall.
- Breast Cancer Awareness Walk – Saturday, Oct. 21st 8:00 A.M. Clark Park
- Work Session Meeting, Tuesday, October 24, 2017 at 6:00 P.M. at City Hall.

2017 VOTING SCHEDULE

Voting Dates Time Location
October 16 th – 20 th 8am - 5pm Henry County Elections Office
October 21 st (Sat.) 8am - 2pm Merle Manders Conference Ctr.
Henry County Elections Office
October 23 rd – 27 th 8am - 5pm Henry County Elections Office
October 28 th (Sat.) 8am - 2pm Merle Manders Conference Ctr.
Henry County Elections Office
October 29 th (Sun.) 1pm - 5pm Merle Manders Conference Ctr.
Henry County Elections Office

Motion to Adjourn.

Project Quantities

City of Stockbridge - 2017 LMIG Program

August 17, 2017

QUANTITIES ESTIMATED BASED UPON				Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	
WRITTEN RECOMMENDATIONS					
ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	CONTRACT PRICE	TOTAL PRICE
1	1	L.S.	Mobilization and Traffic Control	\$ 30,000.00	\$ 30,000.00
2	41,000	L.F.	6' Wide Edge Milling, 1 1/2"-2 1/2" Depth @ Edge of Pavement, Feathered to 0"	\$ 2.12	\$ 86,820.00
3	0	S.Y.	Removal of Exist. Asphaltic Concrete Pavement Approximately 1" Deep and Dispose and Compact Subgrade	\$ 6.92	\$ -
4	175	TON	3"-4" Recycled Asphaltic Conc. Patch - 19.0 mm Superpave Incl. Bituminous Material & H Lime	\$ 150.00	\$ 26,250.00
5	250	TON	1" Recycled Asphaltic Conc. Perma-Flex or Equivalent	\$ 96.85	\$ 24,215.00
6	6,300	TON	1.5" Recycled Asphaltic Conc. - 12.5 mm Superpave Incl. Bituminous Material & H Lime	\$ 83.02	\$ 523,026.00
7	125	TON	Recycled Asphaltic Conc. Leveling Incl. Bituminous Material & H Lime	\$ 150.00	\$ 18,750.00
8	5,500	GAL.	Bituminous Tack Coat	\$ 1.86	\$ 10,230.00
9	1,000	L.F.	Compacted Backfill Against Edge of Pavement 4' Wide Minimum on Shoulder and Install Permanent Grassing	\$ 7.29	\$ 7,290.00
10	55	EA.	Adjust Manhole Frame and Cover to Finished Grade	\$ 295.00	\$ 16,225.00
11	10	EA.	Adjust Water Valve Box and Cover to Finished Grade	\$ 240.00	\$ 2,400.00
12	450	L.F.	GDOT Thermoplastic Stop Bar, 24" Wide White	\$ 14.40	\$ 6,480.00
13	0	L.F.	GDOT Thermoplastic Parking Lot Striping, 4" Wide White	\$ 3.00	\$ -
14	3,600	L.F.	GDOT Thermoplastic Solid Centerline 5" Wide Yellow	\$ 1.25	\$ 4,500.00
15	2	EA.	Remove Existing Traffic Speed Bump and Replace With 14" Wide Recycled Solid Rubber Speed Bump (Black/Yellow) and End Caps Installed Full Road Width in Accordance With Manufacturer's Recommendations	\$ 1,600.00	\$ 3,200.00
16	1	L.S.	Project Contingency Allowance (For Use by City Only)	\$ 50,000.00	\$ 50,000.00
17	1	EA.	Adjust Oversize Utility Manhole to Grade	\$ 3,680.00	\$ 3,680.00
18	150	L.F.	GDOT Thermoplastic Dashed Traffic Edge Striping 5" Wide White	\$ 1.25	\$ 187.50
19	3,000	S.Y.	GDOT Thermoplastic Solid Lane Edge Striping 5" Wide White	\$ 1.25	\$ 3,750.00
20	600	L.F.	GDOT Thermoplastic Solid Traffic Hatching Striping 12" Wide Yellow	\$ 6.75	\$ 4,050.00
21	145	L.F.	GDOT Thermoplastic Cross-Walk Striping 7" Wide White	\$ 16.50	\$ 2,392.50
22	3	EA.	GDOT Thermoplastic Right-Turn Arrow White	\$ 150.00	\$ 450.00
23	0	EA.	GDOT Thermoplastic Right-Turn/Straight Arrow White	\$ 200.00	\$ -
24	1	EA.	GDOT Thermoplastic Left-Turn Arrow White	\$ 150.00	\$ 150.00
25	2	EA.	GDOT Thermoplastic Left-Turn/Straight Arrow White	\$ 200.00	\$ 400.00
26	4	EA.	Repair or Replace Existing Traffic Signal Detector Loop	\$ 2,000.00	\$ 8,000.00
27	1	L.S.	Temporary Traffic Striping	\$ 5,000.00	\$ 5,000.00
*** To be determined by the Contractor				TOTAL	\$ 837,516.00

Does not include Love Street.

Does not include Love Street.

2017 LMI6 STREETS TO BE RESURFACED

COUNTY/CITY City of Stockbridge

ROAD NAME	BEGINNING	ENDING	LENGTH (MILES)	DESCRIPTION OF WORK	PROJECT LET DATE
Miller Road	Neal Avenue	Mann BLVD	0.25 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Miller Court	Miller Road	Dead End	0.09 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Mann BLVD	Oakland BLVD	North Henry BLVD	0.29 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Neal Avenue	North Henry BLVD	Oakland BLVD	0.29 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Oakland BLVD	Stephens Ave	Mann BLVD	0.26 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Welch Street	Second Street	Wilson Street	0.13 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Walker Street	Wilson Street	Cul-De-Sac	0.12 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Brannan Court	Brannan Walk	Cul-De-Sac	0.17 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Brannan Walk	Brannan Road	Cul-De-Sac	0.16 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Garden Place	Garden Walk	Cul-De-Sac	0.04 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Garden Walk	Rock Quarry Road	Garden Walk	0.35 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Parkside Drive	Eagle's Landing PKWY	Cul-De-Sac	0.69 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Royal Crescent Way	Parkside Drive	Kensington Trace	0.50 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Talon Place	East Lake PKWY	Cul-De-Sac	0.39 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Village Center PKWY	Eagle's Landing PKWY	Country Club Drive S.	0.24 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Bowen Street	North Henry BLVD	Dead End	0.19 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Duval Street	East Atlanta Road	Dead End	0.26 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Love Street	East Atlanta Road	Burke Street	0.09 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.
Durham Way	Walt Stephens	Kent Manor	0.16 miles	Milling, patching, leveling and resurfacing.	Bid documents being prepared.

FALCON DESIGN CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

WWW.FALCONDESIGNCONSULTANTS.COM

Stockbridge Office

235 Corporate Center Dr., Suite 200
Stockbridge, GA 30281
Ph: 770-389-8666 * Fax 770-389-8666

Cumming Office

500 Pirkle Ferry Rd., Suite C
Cumming, GA 30040
Ph: 678-807-7100

September 14, 2017

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

RE: Recommendation of Award
Stormwater Improvement Projects

Dear Mr. Riley,

Bids were received at the Stockbridge City Hall for the referenced project on September 6, 2017 at 11:00 AM. The City received two responsive bids for this project. The low bidder from the responsive bids received was:

Site Engineering, Inc.
7025 Best Friend Road
Atlanta, Georgia 30340

FDC has reviewed the corporate information submitted by Site Engineering, Inc. and additionally has been able to contact four of the references provided in their bid documents. FDC is satisfied that Site Engineering, Inc. has the financial resources and experience necessary to construct this project.

FDC therefore recommends award of this contract in the amount of Two Hundred Sixty-Seven Thousand Five Hundred Fifteen point Zero Dollars (\$267,515.00) to Site Engineering, Inc.

Should you have any questions, please contact me.

Sincerely,



G.A. "Skip" Layton, Jr.
Director of Municipal Services

Attachments: Bid Tabulation Sheet
Reference Contact Notes

Copies: Donald Riley, Leslie Norsworthy, Randy Willis



SITE ENGINEERING, INC.

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

Project Name: Balmoral Drive Stormwater Improvement Project
Location: Douglas County, GA

Project Owner: Douglasville-Douglas County Water and Sewer Authority
Address: P.O. Box 1157, Douglasville, GA 30133
Contact Person: Gil Shearouse, Engineering Mgr.

Contact's Telephone #: 770 949-7617

~~Ginnie Vaughn, Project Mgr.~~

Left a telephone voice message at 8:42 AM September 7, 2017

Left a telephone voice message at 8:21 AM September 8, 2017

Left a telephone voice message at 9:14 AM September 11, 2017

Primary Contractor: Site Engineering, Inc
Percent SEI forces: 85%
Subcontractors: Southeast Tree

Project Architect/Engineer: Rindt-McDuff Associates, Inc.
Address: 334 Cherokee Street, Marietta, GA 30060

Contact Person: Frank Neese Contact's Telephone #: 404-433-6767 Fax #: 404-425-8930

Attempted to call at 8:45 AM September 7, 2017. No answer and voicemail has not been set up. Attempted to call at 11:50 AM September 7, 2017.

SEI Project Manager: Paxton Billingsley

SEI Foreman: Jacinto Garcia

Contract Bid Amount: \$73,100.00

Final Contract Amount: \$73,100.00

Contract Dates: Notice to Proceed: 02/07/2008
Completion Time: Established Days: 45

Final Completion Date: 3/24/2008
Actual Completion Days: 45

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Project Description: () Water () Sanitary Sewer (XX) Storm Sewer () Streambank Stabilization
() Parks () Site Work

Additional information/details on project: Removal of old pipe, installation of new pipe, two catch basins, two hidden junction boxes, two concrete headwalls, paving restoration, Rip-Rap

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of
Sewer/Water
Pipelines:

Pipe Size: 42in	Pipe Type: RCP	Pipe Length: 372lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () 8" or > pipe that required use of by-pass pumping of raw sewage
- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Traffic diversion/maintenance
- (XX) Adjustment of manhole rings and covers
- (XX) Coordination/work with other utilities
- (XX) Restoration of landscaping
- (XX) Crossing of streams or creeks
- (XX) Asphalt Paving



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: City of Berkeley Lake Drainage Improvements

Location: Berkeley Lake, GA

Project Owner: City of Berkeley Lake

Address: 4040 Berkeley Lake Road, Berkeley Lake, GA 30047

Contact Person: Lois Salter Contact's Telephone #: 770-368-9484

Left a voicemail message 8:50 AM September 7, 2017
Ms. Salter, the mayor of Berkeley Lake returned my call at 10:30 AM September 7, 2017.. She did not remember the specific project but she specifically said she did not remember any issues related to Site Engineering. She recommended we contact Richard Edinger which we are attempting to do.

Project Architect/Engineer: Clark Patterson & Associates

Address: 4000 Smithtown Road, Suite 200, Suwanee, GA 30014

Contact Person: Richard Edinger Contact's Telephone #: 770-831-9000

Cell phone: 770-337-2515 Left a voicemail message at 8:55 AM September 7, 2017

SEI Project Manager: David Hoss

SEI Foreman: Clint Voyles

Spoke with Rich Edinger, he stated this was the only project he has ever worked on with Site Engineering. He said they did an excellent job, easy to work with, and would love to do another project with them. They have bid other work with him and have just not been the low bidder.

Contract Bid Amount: \$487,000.00

Final Contract Amount: \$511,500.00*

*Approved Change Orders: Add catch basin and demolish 42in pipe and install 36in reinforced pipe with all support work including regarding and compacting the Dam at the core.

Contract Dates: Notice to Proceed: 12/04/2006

Final Completion Date: 12/12/2007

Completion Time: Established Days: 365

Actual Completion Days: 373**

**Approved extension due to approved change orders.

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO

If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Project Description: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work (XX) Dam

Additional information/details on project: Lake Drainage Improvements including work on Earth Dam Structure; Added catch basins; Demolished 42" pipe and installed 36" reinforced pipe with all support work, regarding and compacting the Dam at the core; Storm Culvert; Replace multiple storm Drain crossings across roadway with 24"-36" RCP; 800lf In ROW; Pavement replacement; Sliplining of 36" pipe

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Percent SEI forces: 90%

Major Subcontractors: Exact Concrete Construction; Curb Specialists; Southeastern Tree Service

Major Suppliers: Grier Enterprises; Foley; ISCO Industries

Description of
Sewer/Water
Pipelines:

Pipe Size: 24-36in	Pipe Type: RCP	Pipe Length: 740lf
Pipe Size: 60in	Pipe Type: HDPE	Pipe Length: 60lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place X X by all that Apply:

() 8" or > pipe that required use of by-pass pumping

(XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection

(XX) Traffic diversion/maintenance

(XX) Restoration of landscaping

(XX) Crossing of streams or creeks



SITE ENGINEERING, INC.

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

Project Name: Center Park Stormwater Improvement Project

Location: East Point, GA

Project Owner: City of East Point

Address: 1526 E. Forrest Avenue, East Point GA, 30344

Contact Person: Jeffrey Reeves Telephone: 404-270-7104 FAX: 404-559-4439

E-mail: jrooves@eastpointcity.org Left voicemail message at 8:58 AM September 7, 2017

Left a telephone voice message at 8:25 AM September 8, 2017

Left a telephone voice message at 9:20 AM September 11, 2017

Primary Contractor: Site Engineering Inc.

Percent SEI forces: 95%

Subcontractors: Champion Landscaping, CurpCo

Project Architect/Engineer: CDM Smith

Address: 3715 Northside Pkwy, Ste. 300, Bldg. 400, Atlanta, GA 30327

Contact Person: Darren Boykin Telephone: 404-720-1400 FAX: 404-467-4130

E-mail: Boykinda@cdmsmith.com

Mr. Boykin no longer works for CDM Smith. I have sent this document to their office to try and reach someone else involved with that project. CDM Smith could not find anyone familiar with this project that is still on staff.

SEI Project Manager: David Hess

SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$590,834.00

Final Contract Amount: \$590,834.00

Contract Dates: Notice to Proceed: 01/12/2015

Completion Date: 07/07/2015

Completion Time: Established Days: 270

Completion Days: 270

Completed under the NPDES permit for storm water discharges from construction activities (X) YES () NO

If yes, indicate type of permit held by SEI: (X) Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water (XX) Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: Construction of new 60-inch storm drain & open stream channel to route stormwater flows adjacent to Center Park. Replace of sanitary sewer to outfall sewer along Camp Creek. 3,300 cy channel excavation; 4,620 cy fill and replace; grading; concrete headwalls; 280 cy Type III Rip Rap; Storm pipe Depths 20' - 30'

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 8in	Pipe Type: DIP	Pipe Length: 920lf
Pipe Size: 60In	Pipe Type: RCP	Pipe Length: 600lf
Pipe Size: 30in	Pipe Type: RCP	Pipe Length: 300lf
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

(XX) Bypass pumping Type: Size:

(XX) Installation and/or adjustment of manhole rings and covers

(XX) Coordination/work with other utilities

(XX) Restoration of landscaping and/or vegetation of disturbed site

(XX) Six (6) manholes 8' - 10' diameter



SITE ENGINEERING, INC.

7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: West Campbellton St Drainage Improvements
Location: City of Fairburn, GA Left a message at 11:30 AM on September 7, 2017. Troy Besseche is now assistant city manager of Sugar Hill, Georgia. Spoke with Mr. Besseche at 4:40 PM on September 7, 2017. He is a registered engineer and had no issue with the contractor, work quality, project time, and overall performance. He would welcome them on a future project.
Project Owner: City of Fairburn
Address: 56 Malone Street, Fairburn, Georgia 30213
Contact Person: Troy Besseche Cell phone: 404-488-4269
Telephone: 770-964-2244 FAX: 770-969-3484 E-mail: tbessecho@fairburn.com

Prime Subcontractor: Site Engineering Inc.
Percent SEI forces: 100%
Subcontractors: N/A

Project Architect/Engineer: Integrated Science & Engineering
Address: 1039 Sullivan Road, Suite 200, Newnan, Georgia, 30265
Contact Person: Richard A. Greuel, P.E., Senior Engineer
Telephone: 678-552-2106 Cell: 678-232-5943 E-mail: Left a message at 11:35 AM on September 7, 2017 on the cell phone. Automated office system did not function to acquire the correct party.
SEI Project Manager: Paxton Billingsley SEI Project Superintendent:

Contract Bid Amount: \$125,308.00 Final Contract Amount: \$125,308.00

Contract Dates: Notice to Proceed: 06/26/2013 Anticipated Completion Date: 08/16/13
Completion Time: Established Days: 60 Actual Completion Days: 51

Completed under the NPDES permit for storm water discharges from construction activities () YES () NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks (XX) Site Work () Dam

Additional information/details on project: Earthwork, utilities, curb & gutter, storm drainage, sidewalks, erosion control, and other items. Subsurface stormwater drainage 72in RCP inlet; Culvert, 72in. headwall and erosion protection, 116 tons Type 3 Rip-Rap

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 60in	Pipe Type: RCP	Pipe Length: 82lf
Pipe Size: 72in	Pipe Type: RCP	Pipe Length: 65lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () Bypass pumping Type: Size:
- () Traffic diversion/maintenance
- () Installation and/or adjustment of manhole rings and covers
- () Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- (XX) Crossing of streams or creeks
- (XX) Dewatering



SITE ENGINEERING, INC.

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

Project Name: 2015 Drainage Repair Projects
Location: Holly Springs, GA

Project Owner: City of Holly Springs

Address: 3237 Holly Springs Parkway, Holly Springs, GA 30115

Contact Person: Jacob Hughes Telephone: 706-824-0514 E-mail: Jacob@bmandkinc.com
Cell phone: 678-522-5601

Spoke with Mr. Hughes at 11:42 AM September 7, 2017. He stated there project was multiple storm sewer projects on varying roads. And he attempted to get them to stay and perform more work, but due to other contractual obligations they could not. He was very satisfied with their work and recommends them highly.

Prime Contractor: Site Engineering Inc
Percent SEI forces: 90%
Subcontractors: Wildcat Striping & Sealing

Project Architect/Engineer: BM&K Construction & Engineering

Address: 11335 Lewis Braselton Blvd #110, Braselton, GA 30517

Contact Person: Dayna Drake Telephone: 706-824-0514 E-mail: dayna@bmandkinc.com

Ms. Drake no longer works @ BM&K and they did not have anyone on staff that was familiar with this contractor.

SEI Project Manager: David Hess

SEI Project Superintendent: Cesar Vazquez

Contract Bid Amount: \$384,665.00

Final Contract Amount: \$343,542.00

Contract Dates: Notice to Proceed: 2/16/2016

Completion Date: 4/28/2016

Completion Time: Established Days: 90

Actual Completion Days: 72

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Drainage repair on existing 18" RCP, clearing, grading & grassing on two sites; Replace one 36" CMP cross drain pipe with RCP & CIP headwalls, one 24" CMP cross drain pipe with RCP, grading, asphalt repair, grassing at two sites; Extend existing 24" RCP add flared end sections; Replace 60" CMP cross drain with RCP with CIP Concrete headwalls, curb & gutter, road repair, grading & grassing

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of
Pipelines:

Pipe Size: 18"	Pipe Type: RCP	Pipe Length: 68 lf
Pipe Size: 24"	Pipe Type: RCP	Pipe Length: 48 lf
Pipe Size: 48"	Pipe Type: RCP	Pipe Length: 80 lf
Pipe Size: 72"	Pipe Type: RCP	Pipe Length: 64 lf

Place XX by all that Apply:

- (XX) Bypass pumping Type: Size:
- (XX) Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- () Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site
- (XX) Crossing of streams or creeks

BID TABULATION
City of Stockbridge - Stormwater Improvement Projects
September 8, 2017 - 11:00 AM

[illegible]



MASON TRACTOR CO.

403883

INVOICE

1050 Applechian Hwy.
P.O. Box 458
Bkna Ridge, GA 30513
(706) 832-3777

2591 DeBakey Hwy.
P.O. Box 168
Columbus, GA 30026
(770) 887-6110

895 Industrial Blvd.
P.O. Box 2525
McDonough, GA 30253
(770) 657-3370

SOLD TO City of Stockbridge 678-480-5459 DATE 9-15 20 17

ADDRESS 351 Taylor Drive, Stockbridge, Ga 30281 SALESMAN Chase

TERMS STRICTLY NET CASH. NO DISCOUNT ALLOWED

DESCRIPTION	SERIAL #	STOCK #	AMOUNT
N) 15XP Bandit 15" drum chipper w/T-415 147 hp Perkins	504271	600207	719500
		tax	NA
			#719500
P.O. - PW375			
CHECKED BY <u>Nathan Bennett</u>			



Xylem Water Solutions USA, Inc.
Flygt Products

September 18, 2017

CITY OF STOCKBRIDGE
4640 N HENRY BLVD
STOCKBRIDGE GA 30281

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

Quote # 2017-ATL-0990
Re: Stockbridge - T#0072 Replacement Pump

Attn: Brad Holsinger

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3153.181-0720141 Replacement

Qty	Part Number	Description
1	3153.185-0790	Flygt Model NP-3153.185 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 461 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0.5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve Price includes branch delivery Price includes \$1000.00 "pumpers for cash" with trade in of old 20hp pump

Total Project Price \$ 13,444.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.



Time of delivery: Approx. 8 - 10 working weeks after receipt of order.

Customer Acceptance: Please sign and return this Quote, with your Purchase Order, as acceptance of the Quote contents and terms.

Signature: _____

Name:(please print)_____

Date: _____ PO#: _____

Terms of Delivery: No Shipping & Handling Charge

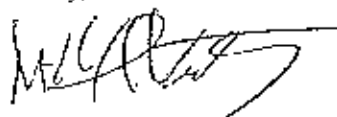
Validity: This Quote is valid for thirty (30) days.

Terms of Payment: 100% N60 after invoice date.

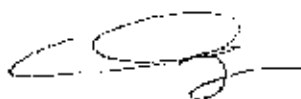
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Submittals are not applicable. Delivery lead times are 8 - 10 weeks after order acceptance.

Sincerely,



Mike Ventry
Service Supervisor
Phone: 678-804-5708
Cell: 404-771-1784
mike.ventry@xyleminc.com
Fax: 770-932-4321



Kirsten Royals
Senior Technical Inside Sales III
Phone: 770-932-4320 Ext. 314

kirsten.royals@xyleminc.com
Fax: 770-932-4321





Xylem Water Solutions USA, Inc.
Flygt Products



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2017-ATL-0990
Customer Name: CITY OF STOCKBRIDGE
Job Name:
Total Amount: \$ 13,444.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Xylem Water Solutions USA, Inc.
Flygt Products

Kirsten Royals
Technical Inside Sales

90 Horizon Drive, Suwanee, GA 30024
Tel +1.770.932.4320 Fax +1.770.932.4321

September 18, 2017

City of Stockbridge
Brad Holtsinger, Sewer Superintendent

Subject: Flygt Products - Sales & Service

Please be advised that Xylem Water Solution Inc. – Flygt Products, located in Suwanee, GA is the only authorized vendor and authorized service facility for the Atlanta Area.

Thank you for your interest in Flygt Products and do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

Kirsten Royals

Technical Inside Sales
Xylem, Inc - Flygt Products
90 Horizon Drive
Suwanee, GA 30024
Tel: 678-804-5692
Fax: 770-932-4321
Kirsten.royals@xyleminc.com

*Flygt Products include Submersible pumps, mixers, valves, Syracuse Safe- Hatch access covers, controls and well washer.

20,160 Exceptions.

The following supplies and services are exempted from this chapter when:

- A. A good is available from only one (1) source or supply, or when standardization or compatibility is the overriding consideration;
- B. The purchase is pursuant to a contract with:
1. The United States of America or an agency thereof; or
 2. The State of Georgia or any agency or political subdivision of the state; or
- C. A special emergency exists involving the health and safety of the people or their property as governed by Section 3.30.080(E) of this chapter; or
- D. The purchase is for:
1. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers.
 2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase.
 3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.
 4. Subscriptions, dues, memberships and board member fees.
 5. Services provided directly to individual citizens and city employees including, but not limited to, catering and gifts.
 6. Utilities, where there is no reasonable basis for competitive procurement, for example electric power, water, and sewerage.
 7. Legal services, litigation, and related legal expenses.
 8. Licensed health professions.
 9. Marketing of bonds and other forms of debt or debt related services and management products, including but not limited to interest rate management agreements; the purchase of certain investment assets and services; and pension assets and services.
 10. Training, facilitators for meetings, travel, lodging or meal expenses covered by other city policies and regulations.
 11. Items for resale that require a particular manufacturer or provider to enhance their marketability.
 12. Advertisements and legal advertisements including but not limited to bid/proposal solicitations or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City of Stockbridge, required by law to publicly advertise their meetings or actions in the legal organ.
 13. Public works construction contracts to the extent governed by O.C.G.A. § 36-91-1 et seq.
 14. Antiques and other unique assets of historical value, including restoration of those items.
 15. Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.

16. Repair of equipment excluding city vehicles.
17. Repair of buildings where the extent of the project cannot be predetermined.
18. Professional services not covered in this chapter.
19. Cooperative purchases as governed by Section 3.30.080(F).
20. Governmental and affiliated entity purchases as governed by Section 3.30.080(G).

(Ord. No. OR 13-301, § 1, 3-11-2013)

Task Release

THIS ___ day of _____, 2017 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:
TASK ORDER 6: Evaluation of City Hall HVAC System

1.2 MERLE MANDERS CONFERENCE CENTER

Existing 2 story brick assembly/event building, built in 2001. Approx. 6,044 sq.ft. banquet hall. Existing HVAC systems for banquet hall consist of 3 split systems. Outdoor units are Carrier condensing units – 7.5 tons each. Each unit is paired with 2 twinned vertical 80% furnaces. Reports are that parties who rent the building have requested refunds because there was not enough air conditioning, and a quick initial calculation confirms the shortfall.

HVAC equipment is 16 years old, which is its life expectancy, so units are ready to be replaced. The choices are: 1) Replace equipment because of their age (with same capacities) + add more equipment (and ducts, diffusers, and return grilles) to reach the correct cooling load, or 2) Replace equipment with equipment having correct cooling capacity; replace/modify ductwork, diffusers, and grilles.

1.3 CITY HALL

Existing 3 story brick municipal building, built in 2007. Existing HVAC systems primarily consist of one split system per floor. Outdoor units are Carrier condensing units – 14 tons, 25 tons, 40 tons (units have had compressor failures). Each unit is paired with an indoor air handling unit. Zoning is accomplished with variable volume terminal units. Investigate existing HVAC problems described as "air quality issues".

2. The Work:

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

A. Preliminary Engineering

The Engineer will meet with Al Barnes and Ryan Dixon with the City of Stockbridge on August 3, 2017 to observe the existing conditions and gather general information while touring the Merle Manders Conference Center and City Hall mechanical spaces.

The Engineer and/or its sub-consultants will visit the project site again to take measurements of the existing HVAC systems. At the Merle Manders Conference Center, we will measure duct work, building dimensions and diffusers/grilles and identify locations for additional equipment. At City Hall, we will measure the refrigerant line lengths and to gather additional as-built HVAC information. We also anticipate making another site visit with Carrier to review the HVAC systems. All site visits and meetings will be on a time and expense basis.

B. Engineering Design

The City will provide us a hard copy of all building design drawings for our use. The Engineer will provide electrical and mechanical engineering design through our sub-consultants who are licensed professional engineers in the State of Georgia as follows:

Merle Manders Conference Center

- Run load calculations
- Analyze existing HVAC system
- Run a test and a balance of the existing HVAC system prior to design to determine current performance. This cost for the test will be passed along to the City as a reimbursable expense.
- Provide written report describing two (2) options for the City of Stockbridge to select from to solve the HVAC problems at this facility.
- Provide design documents including mechanical and electrical drawings and specifications and Contract Documents based on the City's decision of which option. These design documents will be sealed and signed by a Georgia Licensed Professional Engineer and they will indicate the scope, extent and character of the work to be performed and furnished by a Mechanical Contractor. We will furnish these documents to the Owner (the City of Stockbridge) for review and approval and incorporate any changes or recommendations.

City Hall

- Analyze the existing HVAC systems to address the "air quality issues", reasons for compressor failures and other related HVAC issues. The analysis will address refrigerant pipe routing, lengths and heights; installation methods; and HVAC control system (Carrier I-Vu).
- Excluded from our Scope of Basic services: Redesign of ductwork and detailed space-by-space load calculations services.
- Prepare a Technical Memorandum of the results of our analysis including a summary letter, supporting sketches and drawings and technical specifications to be used by a Contractor to make necessary repairs. The design will cover the replacement/upgrade of the existing I-Vuc; however, if

the City wants to replace the units with a Variable Refrigerant Flow HVAC System, it is significantly more expensive and will require significant design effort so we are including that as a cost adder in our fee proposal. We will furnish these documents to the Owner for review and approval and incorporate any changes or recommendations.

C. Bidding

The Owner may wish to procure a Contractor to complete the proposed work directly without our assistance; however, should you desire bid phase services from us, C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. We will provide the Owner with one (1) set of final design documents to be kept on file during the advertisement period.

If requested to provide Bid Phase services, C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process contractor charges for Bidding Documents. 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. Should the Owner procure a Contractor without our assistance, we can still respond to RFIs during bidding as needed.

If requested to provide Bid Phase services, 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.

If requested to provide Bid Phase services, 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.

D. Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, if requested, C&S will provide professional services in the general administration of the construction contract and act as the Owner's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the

Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *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.
- c. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- d. *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.
- e. *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.
- f. *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.

- g. 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.
- h. 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.
- i. 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.

- j. *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.
- k. *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.
- l. *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.
- m. *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.

B. Construction Observation

It is understood that the Engineer's Scope of Services under this Agreement does not include onsite project/construction observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Owner. The Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Owner waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, the Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

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.

If the Owner requests in writing that the Engineer provide onsite construction observation services, and if the Engineer agrees in writing to provide such services, then the Engineer shall be compensated for providing these services as an Additional Services.

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 on a lump sum or hourly not-to-exceed without prior written authorization, fee basis.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1.	Preliminary Engineering & Site Visits	Hourly not-to-exceed \$ 7,300
2.	Engineering Design Merle Manders Conference Center	Lump Sum \$18,900

	City Hall	Lump Sum \$17,500
3.	Bidding	Hourly not-to exceed \$ 6,800
4.	Construction Administration	
	Merle Manders Conference Center	Hourly not-to-exceed \$ 7,200
	City Hall	Hourly not-to-exceed \$ 7,200
5.	Onsite Construction Observation	Excluded
Total Budget =		\$64,800

Fee Basis assumes that the design, bidding and construction of improvements will occur concurrently for both the Merle Manders Conference Center and City Hall so that we can combine trips and effort. If the projects will need to be designed, bid or constructed separately, then additional costs may apply.

If the City wishes to replace their existing HVAC system at City Hall with a Variable Refrigerant Flow (VRF) ITVAC system, then there will be a cost adder to Task 2 because of the increased design effort. The cost adder to Task 2 will be \$26,200, which will bring the total project budget to \$90,800.

The Fee Basis does not include the cost for the load test and balance, which will be invoiced as a reimbursable expense.

Hourly rates for Basic Services Additional Services are provided in the Master Agreement; however, hourly rates for Mechanical Engineer shall be \$150/hr. which will be marked up 1.15 in accordance with the Master Agreement.

- 4.1 The Owner agrees to pay the Engineer for the Work described the hourly rates provided herein for the agreed upon scope described herein.
- 4.2 **Reimbursable Expenses:** Sub-consultant expenses and cost of load test and balance of HVAC units.
- 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 required as a result of Owner providing incomplete or incorrect Project information to Engineer.
 - b. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
 - c. 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.

- d. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- e. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- f. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- g. All building and permit fees and building inspection fees

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:

Martin C. Boyd, P.E. (706) 769-4119
 Name Phone
mboyd@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")
<u>Martin C. Boyd</u>	
Signature	Signature
By: <u>Martin C. Boyd, PE.</u>	By: _____
Title: <u>Senior Engineer</u>	Title: <u>City Manager</u>
Date: <u>September 7</u> , 2017	Date: _____, 2017