

RESOLUTION NO. R17-866

A RESOLUTION TO AUTHORIZE A TASK ORDER FOR THE EVALUATION OF CITY HALL AND MERLE MANDERS CONFERENCE CENTER HVAC SYSTEMS

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

WHEREAS, the City proposes to approve a task order for the evaluation of City Hall and Merle Manders Conference Center HVAC systems;

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

SECTION 1. Approval of Purchase. The Task Release Number 6 attached hereto as Exhibit A is hereby approved by the City Council in an amount not to exceed \$64,800.00.

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

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

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

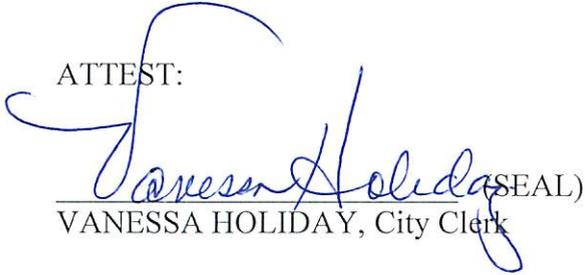
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

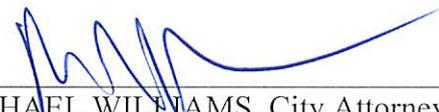
SO RESOLVED this 9th day of October, 2017.


JUDY NEAL, Mayor

ATTEST:


VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

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-Vue; 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 RFI's 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

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.

E. 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
		<hr/>
	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) HVAC 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")
<i>Martin C. Boyd</i>	
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