

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO.

R20-1193

**A RESOLUTION TO AUTHORIZE A TASK ORDER FOR THE UTILITY  
RELOCATION PROJECT**

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

WHEREAS, the City proposes to approve a task order with Carter & Sloope, Inc. for a certain utility relocation project;

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

**SECTION 1. Approval of Purchase.** The Task Release Number 21 attached hereto as Exhibit A for Utility Relocation for GDOT Project PI#322050 (SR138 & SR42) is hereby approved by the City Council in an amount not to exceed \$73,900.00.

**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.

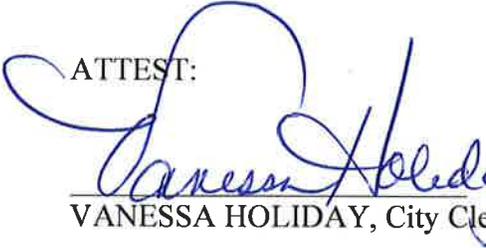
**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

**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 10<sup>th</sup> day of August, 2020.

  
ANTHONY S. FORD, Mayor

ATTEST:  
  
(SEAL)  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

  
MICHAEL WILLIAMS, City Attorney

EXHIBIT A

Task Order

**Task Release**

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

**1. The Project:**

- 1.1 This Task Release is for a Project described as:  
Utility Relocation for SR 42 & SR 138  
GDOT Project No.: STP00-0037-02(056) / PI #322050  
*C&S Project No. S9100.036*

**2. The Work:**

Carter & Sloop shall provide engineering services for the proposed utility relocation project for Widening and Reconstruction of SR 42 from 0.15 M S of SR 138/Henry to I-675/Clayton. The Engineer shall provide the following Work on the Project as defined herein and as follows:

- 2.1 **Preliminary Engineering and GDOT Permitting Assistance** – C&S will download a DGN copy of the utility relocation base drawings from GDOT's website for the referenced project and convert the DGN files into AutoCAD version 2021 DWG files. We will use these drawings to review the proposed GDOT plans as well as proposed plans for the other utilities in the project area for potential conflicts with existing City of Stockbridge water and sanitary sewer utilities. C&S will then identify the scope of the utility relocation required, if any, for the City's existing water and sewer infrastructure. During this phase, C&S will:
- a. Work with the City to check existing facilities shown on the plans for any missing and/or incorrect information. C&S will identify locations for the City to pothole utilities to determine potential conflicts in elevations. Once potholing is complete, C&S will provide a 2-man survey crew to verify the elevations of the existing infrastructure.
  - b. Coordinate with other Utility Owners for temporary and/or proposed relocation of their facilities, if applicable.
  - c. Mark proposed relocations of facilities in conflict with the proposed design on the plans.
  - d. Identify on the drawings any current Utility Easement(s) verified by the City and any easements required for the proposed utility relocation.

- e. Indicate if retention is anticipated for existing underground facilities and submit a retention request for the facilities identified, if necessary.

This work will not include furnishing Drinking Water Project Submittal nor Sanitary Sewer Extension forms for permitting with the Georgia Department of Natural Resources, Environmental Protection Division (EPD). This work will also not include furnishing a Land Disturbance Permit Application.

- 2.2 **GDOT Permitting Assistance** – Following Preliminary Engineering, C&S will:
  - a. Submit any applicable letter or request including a letter of “NO COST” or “NO CONFLICT”.
  - b. Complete permit application through the Georgia Utility Permitting System (GUPS) including Utility Adjustment Schedule with work plan.

- 2.3 **Review of Final Submission Drawings from GDOT (If Required)** – C&S will review final submission drawings from GDOT and other utilities for any potential conflicts. C&S will also attend one (1) preconstruction conference that will be hosted by GDOT at their local area office.

**3. Contract Time:**

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

**4. Fee Summary:**

**Fee Basis**

We propose to complete our work for Basic Services described herein for Tasks 2.1, 2.2 & 2.3 for the hourly not-to-exceed and lump sum amounts listed below. No amount may be exceeded without prior written approval from the Owner.

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Fee Basis</u></b>
2.1	Preliminary Engineering	Hourly not-to-exceed \$ <u>46,400</u>
2.2	GDOT Permitting Assistance	Lump Sum \$ <u>3,500</u>
2.2	Review Final Submission Drawings from GDOT (If Required)	Hourly not-to-exceed \$ <u>24,000</u>
<b><i>Total of Items 2.1 – 2.3 Inclusive:</i></b>		<b>\$ 73,900.00</b>

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

- 4.2 **Reimbursable Expenses/Sub-Consultants**

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

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

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, Owner's schedule, and revising previously accepted reports, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required because of Owner providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review, processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- g. Preparing Bidding Documents or Contract Documents for the Work or a portion thereof.
- h. Bidding and construction administration services are excluded from the Basic Services.
- i. Geotechnical engineering. The Owner should contract directly with a geotechnical engineer for geotechnical and materials testing and consulting services.
- j. Delineating wetlands or flood plain determinations.

- k. U.S. Army Corps of Engineering Permitting other than submitting pre-construction notification documents.
- l. Providing topographic and/or linear surveys or any type of property or boundary surveys and providing other special field surveys not specifically detailed in the Basic Services.
- m. 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.
- n. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.
- o. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- p. Hydraulic capacity evaluation of the water and sewer mains is excluded from the Basic Services.
- q. All building and permit fees and building inspection fees.
- r. 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:

Decius Aaron	678-373-6765
Name	Phone
	daaron@cityofstockbridge-ga.gov
	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")
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<p><u>Martin C. Boyd</u></p> <p>Signature</p> <p>By: <u>Martin C. Boyd, PE.</u> Title: <u>Senior Engineer</u> Date: <u>July 24</u>, 2020</p>	<p><u>Randy Knighton</u></p> <p>Signature</p> <p>By: <u>Randy Knighton</u> Title: <u>City Manager</u> Date: <u>8-13-</u>, 2020</p>
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