

CITY COUNCIL MEETING

June 9, 2008

New Business

- E. Thomas and Hutton Task Order:** *Design of Sewer Extension for Spur 40 Annexed Area*

PURPOSE:

To authorize Thomas and Hutton to proceed with the design for the sanitary sewer extension to the Spur 40 annexed area for the cost of \$178,500.

HISTORY:

In accordance with our 2004 Water and Sewer Master Plan, sanitary sewer service is to be provided to the residents of the annexed area off of Spur 40. Proposals were received from interested engineering firms with the proposal from Thomas and Hutton selected. Thomas and Hutton has completed the conceptual phase and presented the proposed layout to council at this meeting. They are now ready to proceed with the project and start with the design process.

CITY MANAGER'S RECOMMENDATION:

Recommend approval.

THOMAS & HUTTON ENGINEERING CO.

50 PARK OF COMMERCE WAY
POST OFFICE BOX 2727
SAVANNAH, GEORGIA 31402-2727
TELEPHONE (912) 234-5300
FAX (912) 234-2950

May 29, 2008

Mr. Bill Shanahan, City Manager
City of St. Marys
418 Osborne Street
St. Marys, GA 31558

Re: Spur 40 Annexed Area Sewer Improvements
City of St. Marys, Georgia
Letter Agreement for Services

Dear Bill:

Thank you for requesting our engineering services for the sanitary sewer improvements to serve the Spur 40 annexation area. The area is roughly bounded by Spur 40 to the east, Georgia Highway 40 to the south, Dark Entry Creek to the west, and Douglas Drive to the north. The project will consist of the installation of two (2) pump stations plus gravity sewer to serve the roughly two hundred fifty (250) home sites within the community.

Our services will consist of the Master Plan Phase, Survey Phase, Design Phase, Permit Phase, assistance during the Bid Phase, monitoring during the Construction Phase as set forth in the General Provisions, and supplemental exhibits attached hereto, and such Additional Services as you may request during the course of the Project. We understand that you will furnish us with full information as to your requirements, including any special or extraordinary considerations for the Project and make available to us pertinent existing data.

Payment for our services will be as described in the attached General Provisions and you will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

Master Plan/Meeting Phase:	Time & Expense – (Budget	\$ 7,500.00)
Survey Phase:	Time & Expense – (Budget	\$ 38,000.00)
Design Phase:	Lump Sum	\$ 80,000.00
Permit Phase:	Time & Expense – (Budget	\$ 9,000.00)
Bid Phase:	Lump Sum	\$ 6,000.00

Owner's Initials



Engineer's Initials

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City of St. Marys
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Construction Phase: Time & Expense – (Budget \$ 38,000.00)
Additional Services: Time & Expense – See Rate Sheet

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through construction.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project Cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable construction cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

This proposal, the General Provisions consisting of nine (9) pages, Engineering Services Rate Sheet, and Exhibit "A" represent the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both of us.

If the arrangements set forth in these documents are acceptable to you, please sign, and initial the enclosed copy in the spaces provided below and return it to us. This proposal will be open for acceptance until July 1, 2008, unless changed by us in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the project.


Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
A. Christopher Stovall, P.E.
Principal

By _____
Charles Ezelle, P.E.
Principal/Project Manager

ACS,CE/lbc

Owner's Initials
 _____
Engineer's Initials


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ACCEPTED: _____, 2008

By _____

TITLE

Owner's Initials

 _____
Engineer's Initials

GENERAL PROVISIONS

Attached to and made a part of **LETTER AGREEMENT** dated May 29, 2008, between **THE CITY OF ST. MARYS (Owner)** and **THOMAS & HUTTON ENGINEERING CO. (Engineer)** in respect of the Project described therein.

1. SCOPE OF SERVICES

The area is roughly bounded by Spur 40 to the east, Georgia Highway 40 to the south, Dark Entry Creek to the west, and Douglas Drive to the north. The project will consist of the installation of two (2) additional pump stations plus gravity sewer to serve the roughly two hundred fifty (250) home sites within the community. The project is planned as one (1) design, bid, and construction bid package to be completed at one (1) time. The project can be split into multiple divisions as required; however, additional services will likely be required for multiple bid and construction schedules.

A. Master Plan/Public Meeting Phase

Based upon a program and direction from the Owner, Thomas & Hutton Engineering Co. will prepare a conceptual master plan for the project. The master plan will include:

- Sanitary sewer system
- Preliminary opinions of probable cost

The master plan will be submitted to the Owner for review and comment. Engineer will revise the master plan according to the Owner's comments and submit the final master plan to the Owner for approval. The fee budget is based on revising the master plan one (1) time according to the Owner's comments. Additional revisions of the master plan will be billed on a time and expense basis until the Owner approves the final master plan.


It is planned that a public meeting will occur during the early stages of the project to inform the community of proposed schedules for survey, design, and construction of the project. One (1) meeting is planned in the initial phase of the project.

B. Survey Phase

Based upon the final master plan approved by the Owner, Engineer will perform the following Survey Phase tasks:

- Boundary survey and plat of proposed pump station sites
- Topographic survey of sewer main routes

____ Owner's Initials

 Engineer's Initials

- Field locate known storm drainage, water distribution, sanitary sewer systems, and above ground structures within the project limits

A walk-through with the Owner will occur to review the base drawings prior to implementation of design.

C. Design Phase

Based upon the Owner approved layout plan, Engineer will provide site development plans, specifications, and opinions of probable construction costs for the work.

The design will include the following:

- Layout control plan
- Sanitary sewer system
- Soil erosion and control plan
- Tree protection plan
- Coordination with dry utilities
- Construction details and specifications
- Opinion of probable construction cost

D. Permit Phase

Engineer will submit final plans and specifications to the applicable local, state, and federal agencies for review.

Agency submittals anticipated for this project include:

- City of St. Marys
- Camden County
- US Soil Conservation Service
- Georgia EPD
- Georgia Department of Transportation

Submittal fees are not included in our fee schedule and shall be provided by the Owner at the time of submittal. Engineer will assist Owner in obtaining construction permits for the project. This phase includes revising plans and specifications according to agency comments. and if requested, meeting with the agencies on behalf of the Owner.

..... Owner's Initials



..... Engineer's Initials

E. Bid Phase

Engineer will assist the Owner in soliciting and receiving bids on the proposed project after acceptance, approval, and permits have been received from the applicable agencies.

Such assistance will include:

- Preparation of a bid package and Contractor's bid list
- Prepare invitation to bid for prospective Contractors
- Coordinate and attend a pre-bid conference
- Receive construction bids
- Prepare a bid abstract
- Evaluate the bids

If requested by the Owner, Engineer will assist in contract negotiations between the Owner and the Contractor.

F. Construction Phase

As directed by the Owner, Thomas & Hutton will provide the following services for the Construction Phase:

- Prepare contract documents for execution by the Owner and the selected Contractor
- Issue a notice to proceed to the Contractor for the project
- Review material data, shop drawings, and construction schedules provided by the Contractor
- Provide periodic construction observation and monitoring, estimated at two (2) per month, to ascertain that the work is in substantial conformance with the contract documents and with the design intent
- Review monthly pay request and recommend payment amount to the Owner
- Attend final field inspections by regulating agencies for the project
- Prepare record drawings provided by the Contractor
- Prepare bond determination for project acceptance
- Request project acceptance by Georgia EPD, if required

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Engineer to assume

..... Owner's Initials



..... Engineer's Initials

responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site.

G. Exclusions

Items not included in the scope of services are as follows:

- Archaeological survey and report
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report
- Phase One (1) or Phase Two (2) Environmental Assessments
- Endangered species survey and report
- Off-site work unless specifically covered in the scope of services
- Approvals or permits other than Civil Engineering related
- Act as an expert witness for legal activities
- Telephones, cable television, gas, and power distribution systems
- Separate design and bid packages or multiple construction schedules

These items can be completed if requested by the Owner.

H. Additional Services

Shall include the items specified in Exhibit "A" when authorized in writing by the Owner.

2. PERIODS OF SERVICE

A. Master Plan Phase

After receipt of a written notice to proceed from the Owner, Engineer will commence work within seven (7) calendar days after receipt and complete work described in this phase within thirty (30) calendar days.

B. Survey Phase

After the Owner approves the final master plan, Engineer will commence work within seven (7) calendar days after receipt and complete work described in this phase within seventy-five (75) calendar days.

_____ Owner's Initials

 Engineer's Initials

C. Design Phase

After the Survey Phase required for design is complete, Engineer will commence work within seven (7) calendar days and complete work described in this phase within seventy-five (75) calendar days.

D. Permit Phase

After the Design Phase is complete, Engineer will submit the plans, specifications, and relevant applications to the agencies as required.

E. Bid Phase

After written authorization, Engineer will proceed with performance of services called for in this Phase.

F. Construction Phase

This Phase will commence with the execution of the contract documents and will terminate upon written recommendations for final payment to the Contractor.

G. Additional Services

Shall include the items specified in Exhibit "A" when authorized in writing by the Owner.


3. PAYMENT FOR SERVICES

For services rendered, Owner shall pay Engineer as follows:

Master Plan/Meeting Phase:	Time & Expense – (Budget	\$ 7,500.00)
Survey Phase:	Time & Expense – (Budget	\$ 38,000.00)
Design Phase:	Lump Sum	\$ 80,000.00
Permit Phase:	Time & Expense – (Budget	\$ 9,000.00)
Bid Phase:	Lump Sum	\$ 6,000.00
Construction Phase:	Time & Expense – (Budget	\$ 38,000.00)
Additional Services:	Time & Expense – See Rate Sheet	

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto and titled "Engineering Services on a Time and Expense Basis."

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 Engineer's Initials

Project related costs for all printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after thirty (30) days from date of invoice, with interest charged after forty-five (45) days at a monthly rate of 1.5% (18% annual rate). Work automatically ceases until payment is made on jobs with invoices sixty (60) days old. Special billing and payment arrangements may be made as mutually agreed.

Payment shall be made monthly within fourteen (14) working days upon receipt by Owner of a complete and accurate invoice. If Owner fails to make payment within forty-five (45) days after receipt of invoice for services rendered, Engineer, after seven (7) days notice, may suspend further services under this agreement until payment has been made in full for all amounts due.

4. **OWNER'S RESPONSIBILITIES**

A. **Access**

Owner shall make all provisions for the Engineer to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.


B. **Owner's Representative**

The Owner shall designate in writing one (1) person to act as Owner's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

C. **Fees**

The Owner is responsible for payment of all fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. The Engineer will notify the Owner regarding the amount of fees and timing of payment.

_____ Owner's Initials

 Engineer's Initials

5. ENGINEER'S RESPONSIBILITIES

The professional services performed under this Agreement shall be consistent with sound engineering practices and shall incorporate those federal, state, and local regulations and standards that are applicable at the time the Engineer rendered his services.

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

6. MISCELLANEOUS

A. Ownership of Instruments of Service

All reports, plans, specifications, digital information, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain these records for a period of two (2) years following their completion during which period paper copies will be made available to the Project Owner at all reasonable times.

B. Opinions of Probable Costs

Since the Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his Opinions of Probable Construction Costs provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

C. CADD Files

Information supplied to the Engineer for use on the project will be in AutoCADD 2004 format or later version. Translation of files or entering data into a compatible format is beyond the scope of the contract. CADD files generated by the Engineer will be in accordance with the Engineer's CADD specification.

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____ Engineer's Initials

