



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
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MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: May 11, 2020

Subject: **Approval of Design Contract Amendment with Southeastern Engineers for Intersection Improvements at Spalding Drive and Chamblee Dunwoody Road**

BACKGROUND

The Spalding Drive at Chamblee Dunwoody Road intersection project is currently in the utility coordination and relocation phase with Atlanta Gas Light and Georgia Power mobilizing to begin utility relocation. During the process of final coordination, the city field-verified water main depths at locations where new storm drain pipe is proposed and determined that there are multiple locations where the storm drain alignment needs to be adjusted to avoid conflicting with the water main. Southeastern Engineers, Inc. (SEI) has provided an estimate not to exceed \$25,000 to update the plans with a new alignment of the storm drain system. In addition, city staff is recommending a \$5,000 allowance for any additional design coordination that may be needed during the construction phase of the project. The additional design cost and allowance, if completely expended, would exceed SEI's previously authorized contract amount of \$168,000 by \$13,000.

The proposed design revisions will be completed concurrent with the upcoming utility relocation. Based on the current relocation schedule provided by the utilities, the city anticipates advertising for construction bids in early fall so that the contractor can begin construction as soon as the utilities complete their work.

RECOMMENDED ACTION

Staff requests authorization to increase SEI's contract by an amount not to exceed \$13,000 for final design revisions and construction coordination.



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PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT:

Attn: Mr. Ishri Sankar, PE
 Capital Project Manager
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

PROJECT NAME: Spalding Drive at Chamblee Dunwoody Road Intersection Improvements – Redesign as a result of provided SUE information

PROJECT UNDERSTANDING

SEI was selected by the City of Dunwoody in 2013 for intersection improvements at the Spalding Drive and Chamblee Dunwoody Road intersection. SEI completed design in 2017. This project has been in right of way acquisition since then with little to no involvement from SEI. On April 4, 2020 SEI received an email from the City of Dunwoody requesting a complete redesign to change all of the longitudinal drainage to avoid utility conflicts determined by a SUE investigation that was conducted in February of 2020. The Erosion Control Plans also need to be updated to the 2020 Georgia Soil and Water Conservation Commission (GSWCC) latest checklist and all erosion control calculations that are affected by the longitudinal drainage layout will need to be updated.

The scope of services outlined below are for longitudinal drainage redesign to avoid underground utility conflicts and to bring the erosion control plans up to the latest 2020 checklist standards along with all the adjustments to the erosion control plans as a result of the longitudinal drainage revisions.

SCOPE OF SERVICES

Task 1 – Longitudinal Drainage Redesign to Avoid Utility Conflicts

All the drainage will be redesigned, recalculated, re-profiled and all areas carefully evaluated to avoid existing underground utility conflicts. The drainage plan layout, drainage profile layout and drainage area map will all be updated to accurately capture the redesigned drainage that will avoid underground utilities. Underground utilities information that was provided as part of the SUE investigation will be shown on the drainage profiles. Cross sections and roadway profile will not be updated to show underground utilities. A yard inlet will also be added at the southern corner of Parcel 4 to capture the ditch flow in front of this property. Also, all the drainage quantities will be updated and added to the final engineer's construction cost estimate. The scope of this work does not include any modifications to the detention pond rehabilitation previously designed by SEI for this project.

A design change to extend the sidewalk to the City limits is also included in this task.

Task 2 – Updated Erosion Control Plans

SEI will also update the erosion and sediment control plans to the latest 2020 GSWCC checklist. In addition to the items associated with the new checklist, all the erosion control calculations will be updated due to the new drainage layouts such as sediment storage calculations. Updated Erosion Control plans will be submitted to City of Dunwoody, the Local Issuing Authority for this area, to approve the erosion control plan.

Task 3 – Assistance during Bidding and RFI Assistance during Construction

SEI will assist the City during the bidding phase of this project by providing all the quantities in a spreadsheet for creating the bid schedule for the construction contract and will develop any needed project specific special provisions needed. In addition, SEI will assist the City with any RFI's during construction.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Longitudinal Drainage Redesign to Avoid Utility Conflicts	\$18,000.00	Monthly, % Complete of Lump Sum	
Task 2 – Updated Erosion Control Plans	\$5,000.00	Monthly, % Complete of Lump Sum	
Task 3 – Assistance during Bidding and RFI Assistance during Construction	\$5,000.00	Monthly, % complete of Allowance	
Total	\$30,000.00		

****All Tasks Will Be Billed Hourly Not to Exceed Amounts***

SCHEDULE

SEI can initiate work on this project within 2 weeks upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☒ GDOT or other agency coordination
- ☒ Community coordination meetings
- ☐ Graphic design
- ☒ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☐ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I:	\$85/hr.
Environmental Services Manager:	\$145/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Land Planner:	\$95/hr.
Landscape Architect:	\$95/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$50/hr.
Designer I:	\$70/hr.
Designer II:	\$90/hr.
Designer III:	\$105/hr.
Engineer I:	\$85/hr.
Engineer II:	\$105/hr.
Engineer III:	\$135/hr.
Project Manager:	\$140/hr.
Principal:	\$250/hr.

Surveying Personnel:

Field Crew: (2 Man)	\$140/hr.
Field Crew: (2 Man OT)	\$210/hr.
Field Crew (3 man):	\$185/hr.
Field Crew: (3 Man OT)	\$277.50/hr.
GPS Field Crew:	\$175/hr.
Senior Land Surveyor:	\$195/hr.
Registered Land Surveyor:	\$135/hr.
Survey Project Manager:	\$115/hr.
Field Manager:	\$95/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$55/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. *To the extent permitted by law*, the Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to

discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.