



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: November 7, 2013

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of contract modification to design Capital Improvement Project CC009 and CC010, Sandy Springs Circle Streetscape Project Phases 1 and 2, subject to validation and approval by the Legal and Finance Departments

MEETING DATE: For Submission onto the November 12, 2013, City Council Work Session Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Contracts
Resolution

APPROVAL BY CITY MANAGER: JFM APPROVED

PLACED ON AGENDA FOR: 11/12/2013

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SAM

REMARKS:



TO: John F. McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director

DATE: October 30, 2013 for Submission onto the Agenda for the November 12, 2013 Work Session

ITEM: Consideration of contract modification to design Capital Improvement Project CC009 and CC010, Sandy Springs Circle Streetscape Project Phases 1 and 2, subject to validation and approval by the Legal and Finance Departments

Recommendation:

Based upon a review of consultant-provided quotes, staff recommends modification of the existing Michael J. Baker, Jr., Inc. (formerly The LPA Group, Inc.) contract to begin Capital Improvement Projects Sandy Springs Circle Phase 1 (CC009) and Sandy Springs Circle Phase 2 (CC010), pending approval by the Legal and Finance Departments.

Background:

On July 13, 2010, the City selected The LPA Group, Inc. through a competitive selection process to design the two phases of streetscape project from Hammond Drive to State Route (SR) 9/Roswell Road along Sandy Springs Circle. Baker was found to be the most qualified of nine firms that submitted design qualification packages. The project corridor was divided into two phases: phase two (CIP T-0014) encompassed the area from Hammond Drive to Mt. Vernon Highway and phase three (CIP T-0015) encompassed the area from Mt. Vernon Highway to SR9/Roswell Road. The City received federal construction grant funding for the project from GDOT and the Atlanta Regional Commission (ARC), and Mayor and City Council approved the project framework agreement related to the funding on May 17, 2011.

Earlier this year the City Center redevelopment plan initiative resulted in suspending the remaining scope of T-0014 and T-0015 and in re-scoping of the T-0014/15 projects into two new projects: CIP CC009 Sandy Springs Circle Streetscape Project Phase 1 (locally funded) and CIP CC010 Sandy Springs Circle Streetscape Project Phase 2 (federally funded).

Discussion:

The newly scoped project CC009 Sandy Springs Circle Streetscape Phase 1 includes additional amenities associated the City Center redevelopment such as landscaping and multi-use trail and will be coordinated with the redevelopment activities of the City Center Phase 1 block. This phase will be funded with local funds only.

The newly scoped project CC010 Sandy Springs Circle Streetscape Phase 2 includes additional amenities such as landscaping, multi-use trail, on-street parking, and will be coordinated with the redevelopment of the Hilderbrand Drive and Bluestone Road activities. The new project scope will also require a resubmittal of the concept report to GDOT and ARC to move forward with the awarded Federal funding and plan development process.

PUBLIC WORKS

Alternatives:

Two additional alternatives could be to:

1. Cancel the existing contract and issue a Request for Proposals (RFP) for the proposed projects;
or
2. Not fund the projects at this time and remove them from the Capital Transportation Program.

Financial Impact:

Sandy Springs Circle Phase 1 (locally funded) CIP CC009 design cost	\$166,499
Sandy Springs Circle Phase 2 (federally funded) CIP CC010 design cost	<u>\$197,572</u>
Total new project cost	\$364,071

There is sufficient funding to cover each of the design costs for these contracts in the current CIP program.

Attachments:

- I. CC009 and CC010 Design Consulting Services Contracts
- II. Resolution



CONTRACT AMENDMENT

**CONTRACT NUMBER AND TITLE: CONTRACT AGREEMENT-SANDY SPRINGS
CIRCLE PEDESTRIAN ENHANCEMENTS-HAMMOND TO MT. VERNON**

AMENDMENT NUMBER ONE

THIS AMENDMENT to the Sandy Springs Circle Pedestrian Enhancements Consultant Contract is made and entered into as of the ___ day of _____, 2013, by and between the CITY OF SANDY SPRINGS, (hereinafter referred to as "Sandy Springs"), and MICHAEL J. BAKER, JR. INC., a corporation of the State of Georgia with offices located at 3595 Engineering Drive, Norcross, GA 30092 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Sandy Springs and Contractor entered into that certain contract agreement dated _____ entitled Consultant Contract, (the "Contract");

WHEREAS, said Contract provided for Contractor to provide certain services for the Sandy Springs Circle Pedestrian Enhancements-Hammond to Mt. Vernon Project (the "Services") for the City;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

I. Scope of Services

The Parties mutually agree that the contract shall be modified to include the additional requirements in the Scope of Services attached hereto as Exhibit A.

II. Compensation

The Parties mutually agree that the contract shall be modified to include the additional costs attached hereto as Exhibit B, Compensation and Payment for Consultant Services.

III. Governing Law

This First Amendment shall be governed in all respects by the laws of the State of Georgia.

IV. Entire Agreement

The Contract Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of the Contract as set forth above, all prior agreements, representations, statements, negotiations, and

undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

All other terms, provisions, and requirements as set forth in the Contract shall continue in full force and effect. The execution of this Amendment does not in any manner waive, settle, or modify any of the obligations of the Contractor for the work completed under the Contract. Further, the terms, provisions, and requirements of the Contract shall apply to all as set forth in this Amendment. The Contractor expressly reaffirms that all warranties and representations of the Contract Agreement continue to be true and correct and that all bonds shall cover the Corrective Work as set forth in this Amendment.

V. Execution in Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

VI. Notices

All notices or other communications required or permitted to be given under this First Amendment shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

John McDonough, City Manager
7840 Roswell Rd Bldg. 500
Sandy Springs, GA 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Rd Bldg. 300, Suite 300
Sandy Springs, GA 30350

If to the Contractor:

With copies to:

All other terms and conditions of original contract not inconsistent with this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

Approved as to form:

By: _____
City Clerk

Assistant City Attorney

(SEAL)

CONTRACTOR

By: _____
Name (signature)

Date of Execution

(Typed or printed name)

Title

Executed in quadruplicate originals of four (4).

EXHIBIT A – SCOPE OF SERVICES

**Scope of Services for
Sandy Springs Circle Sidewalks Phase II - Hammond Drive to Mt. Vernon Highway
COSS NO.: CC-0010
City of Sandy Springs
August 27, 2013**

Michael Baker Jr., Inc. is proposing to perform design services for the proposed streetscape project along Sandy Springs Circle between Hammond Drive and Mt. Vernon Highway. The project design will include full design services from conceptual to final construction drawings following state/federal funded plan development processes.

Scope of Services:

1. GIS mapping, current tax maps, aerial photography and survey and will be utilized for the conceptual layouts.
2. Develop a revised concept layout, revised concept report, project schedule, and attend one concept team meeting with GDOT and the City of Sandy Springs.
3. Attend one public information meeting held and coordinated by the City of Sandy Springs.
4. Develop construction plans, which meet current AASHTO policies, ADA requirements, and GDOT standards and details.
5. Provide three categorical exclusion environmental document re-evaluations (one change, two no-change) at GDOT Plan Development Process milestones.
6. Provide preliminary plans for approval by the City and GDOT and provide preliminary construction cost estimate.
7. Coordinate project development with GDOT and City of Sandy Springs project manager.
8. Attend Preliminary Plan Field Review (PFPR) conducted by GDOT and the City.
9. Provide utility plans to existing utility owners for existing and relocation markups.
10. Provide right-of-way plans for right-of-way or easements as needed including right-of-way staking.
11. Provide final plans for approval by the City and GDOT including lighting and landscape plans. Provide final construction cost estimate.
12. Attend Final Plan Field Review (FFPR) conducted by GDOT and the City.
13. All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively, and shall be organized as per GDOT guidelines on electronic file management.
14. Provide NPDES plans. The City of Sandy Springs will obtain all necessary permits.
15. Soil survey and geotechnical studies are not included in this proposal.

EXHIBIT B – COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

Baker

Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Hammond to Mt. Vernon
 COSS NO.: CC-0010

Michael Baker Jr., Inc.

Phase: **Composite of all Phases**

Phase No. **All**

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	136	\$171.00	\$23,256	\$23,256.00
Project Engineer	162	\$144.00	\$23,328	\$23,328.00
Design Engineer	314	\$108.00	\$33,912	\$33,912.00
Drafter/Technician	394	\$82.00	\$32,308	\$32,308.00
Project Administrator	24	\$76.00	\$1,824	\$1,824.00
Subtotal	1030			\$114,628.00
Total Direct Labor				\$114,628.00
Miscellaneous				\$10,000.00
Total Direct Labor + Miscellaneous				\$124,628.00
Other Direct Costs				
CADD Utilization	0	hrs @	\$13.00	\$0.00
Mail / Fedex / Courier				\$500.00
Reproduction				\$2,735.00
Supplies				\$0.00
Phone				\$0.00
Travel	380	Miles @	\$0.550	\$209.00
Subconsultants				
Total Subconsultant Cost				\$69,500.00
Total Direct Costs				\$72,944.00
Total Estimated Cost				\$197,572.00
Maximum Amount of Contract Proposal (including misc.)				\$197,572.00

Baker

Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Hammond to Mt. Vernon
COSS NO.: CC-0010

Michael Baker Jr., Inc.

Phase: Concept

Phase No. I

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	42	\$171.00	\$7,182	\$7,182.00
Project Engineer	48	\$144.00	\$6,912	\$6,912.00
Design Engineer	81	\$108.00	\$8,748	\$8,748.00
Drafter/Technician	73	\$82.00	\$5,986	\$5,986.00
Project Administrator	8	\$76.00	\$608	\$608.00
Subtotal	252			\$29,436.00
Total Direct Labor				\$29,436.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$29,436.00
Other Direct Costs				
Mail / Fedex / Courier				\$100.00
Reproduction				\$200.00
Supplies				\$0.00
Phone				\$0.00
Travel	100	Miles @	\$0.550	\$55.00
Subconsultants				
Columbia Engineering - landscape architect				\$7,500.00
ACE - lighting				\$2,500.00
Total Direct Costs				\$10,355.00
Total Estimated Cost				\$39,791.00
Maximum Amount of Contract Proposal (including misc.)				\$39,791.00



Cost Estimate

Date: 8/27/2013

City of Sandy Springs

Project: Sandy Springs Circle Sidewalks-Hammond to Mt. Vernon
COSS NO.: CC-0010

Michael Baker Jr., Inc.

Phase: Preliminary Roadway Plans

Phase No: II

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	46	\$171.00	\$7,866	\$7,866.00
Project Engineer	66	\$144.00	\$9,504	\$9,504.00
Design Engineer	138	\$108.00	\$14,904	\$14,904.00
Drafter/Technician	153	\$82.00	\$12,546	\$12,546.00
Project Administrator	4	\$76.00	\$304	\$304.00
Subtotal	407			\$45,124.00
Total Direct Labor				\$45,124.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$45,124.00
Other Direct Costs				
Mail / Fedex / Courier				\$150.00
Reproduction				\$1,000.00
Supplies				\$0.00
Phone				\$0.00
Travel	100 Miles @		\$0.550	\$55.00
Subconsultants				
<i>Columbia Engineering - landscape architect</i>				\$12,000.00
<i>ACE - lighting</i>				\$5,000.00
<i>Edwards Pitman - CE re-eval</i>				\$8,100.00
Total Direct Costs				\$26,305.00
Total Estimated Cost				\$71,429.00
Maximum Amount of Contract Proposal (including misc.)				\$71,429.00

Baker

Cost Estimate

Date: 8/27/2013

City of Sandy Springs

Project: Sandy Springs Circle Sidewalks-Hammond to Mt. Vernon

COSS NO.: CC-0010

Michael Baker Jr., Inc.

Phase: Right-of-Way Plans

Phase No. III

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	9	\$171.00	\$1,539	\$1,539.00
Project Engineer	8	\$144.00	\$1,152	\$1,152.00
Design Engineer	26	\$108.00	\$2,808	\$2,808.00
Drafter/Technician	52	\$82.00	\$4,264	\$4,264.00
Project Administrator	4	\$76.00	\$304	\$304.00
Subtotal	99			\$10,067.00
Total Direct Labor				\$10,067.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$10,067.00
Other Direct Costs				
Mail / Fedex / Courier				\$100.00
Reproduction				\$500.00
Supplies				\$0.00
Phone				\$0.00
Travel		80 Miles @	\$0.550	\$44.00
Subconsultants				
RW Staking-Wolverton & Associates				\$7,500.00
Total Direct Costs				\$8,144.00
Total Estimated Cost				\$18,211.00
Maximum Amount of Contract Proposal (including misc.)				\$18,211.00



Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Hammond to Mt. Vernon
COSS NO.: CC-0010

Michael Baker Jr., Inc.

Phase: Final Roadway Plans

Phase No. IV

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	39	\$171.00	\$6,669	\$6,669.00
Project Engineer	40	\$144.00	\$5,760	\$5,760.00
Design Engineer	69	\$108.00	\$7,452	\$7,452.00
Drafter/Technician	116	\$82.00	\$9,512	\$9,512.00
Project Administrator	8	\$76.00	\$608	\$608.00
Subtotal	272			\$30,001.00
Total Direct Labor				\$30,001.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$30,001.00
Other Direct Costs				
Mail / Fedex / Courier				\$150.00
Reproduction				\$1,035.00
Supplies				\$0.00
Phone				\$0.00
Travel	100 Miles @		\$0.550	\$55.00
Subconsultants				
Columbia Engineering - landscape architect				\$10,500.00
ACE - lighting				\$10,000.00
Edwards Pitman - two CE re-evals				\$6,400.00
Total Direct Costs				\$28,140.00
Total Estimated Cost				\$58,141.00
Maximum Amount of Contract Proposal (including misc.)				\$58,141.00

APPENDICES

1. AFFIDAVITS

- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. §13-10-91(b(1))

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
(Bidder to sign and return)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____



CONTRACT AMENDMENT

**CONTRACT NUMBER AND TITLE: CONTRACT AGREEMENT-SANDY SPRINGS
CIRCLE PEDESTRIAN ENHANCEMENTS-MT. VERNON TO JOHNSON FERRY
ROAD
AMENDMENT NUMBER TWO**

THIS AMENDMENT to the Sandy Springs Circle Pedestrian Enhancements Consultant Contract is made and entered into as of the ___ day of _____, 2013, by and between the CITY OF SANDY SPRINGS, (hereinafter referred to as "Sandy Springs"), and MICHAEL J. BAKER, JR. INC., a corporation of the State of Georgia with offices located at 3595 Engineering Drive, Norcross, GA 30092 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Sandy Springs and Contractor entered into that certain contract agreement dated _____ entitled Consultant Contract, (the "Contract");

WHEREAS, said Contract provided for Contractor to provide certain services for the Sandy Springs Circle Pedestrian Enhancements-Mt. Vernon to Johnson Ferry Road (the "Services") for the City;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

I. Scope of Services

The Parties mutually agree that the contract shall be modified to include the additional requirements in the Scope of Services attached hereto as Exhibit A.

II. Compensation

The Parties mutually agree that the contract shall be modified to include the additional costs attached hereto as Exhibit B, Compensation and Payment for Consultant Services.

III. Governing Law

This First Amendment shall be governed in all respects by the laws of the State of Georgia.

IV. Entire Agreement

The Contract Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of the Contract as set forth above, all prior agreements, representations, statements, negotiations, and

undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

All other terms, provisions, and requirements as set forth in the Contract shall continue in full force and effect. The execution of this Amendment does not in any manner waive, settle, or modify any of the obligations of the Contractor for the work completed under the Contract. Further, the terms, provisions, and requirements of the Contract shall apply to all as set forth in this Amendment. The Contractor expressly reaffirms that all warranties and representations of the Contract Agreement continue to be true and correct and that all bonds shall cover the Corrective Work as set forth in this Amendment.

V. Execution in Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

VI. Notices

All notices or other communications required or permitted to be given under this First Amendment shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

John McDonough, City Manager
7840 Roswell Rd Bldg. 500
Sandy Springs, GA 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Rd Bldg. 300, Suite 300
Sandy Springs, GA 30350

If to the Contractor:

With copies to:

All other terms and conditions of original contract not inconsistent with this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

Approved as to form:

By: _____
City Clerk

Assistant City Attorney

(SEAL)

CONTRACTOR

By: _____
Name (signature)

Date of Execution

(Typed or printed name)

Title

Executed in quadruplicate originals of four (4).

EXHIBIT A – SCOPE OF SERVICES

**Scope of Services for
Sandy Springs Circle Sidewalks Phase II – Mt. Vernon Highway to Johnson Ferry Road
COSS NO.: CC-0009
City of Sandy Springs
August 27, 2013**

Michael Baker Jr., Inc. is proposing to perform design services for the proposed streetscape project along Sandy Springs Circle between Mt. Vernon Highway and Johnson Ferry Road. The project design will include full design services from conceptual to final construction drawings and the project will be funded 100% with local funds therefore GDOT's Plan Development Process will not be applicable..

Scope of Services:

1. GIS mapping, current tax maps, aerial photography and survey and will be utilized for the conceptual layouts.
2. Develop a revised concept layout, revised concept report, project schedule, and attend one concept team meeting with the City of Sandy Springs.
3. Attend one public information meeting held and coordinated by the City of Sandy Springs.
4. Develop construction plans, which meet current AASHTO policies, ADA requirements, and GDOT standards and details.
5. Provide preliminary plans for approval by the City and provide preliminary construction cost estimate.
6. Coordinate project development with City of Sandy Springs project manager.
7. Attend Preliminary Plan Field Review (PFPR) conducted by the City.
8. Provide utility plans to existing utility owners for existing and relocation markups.
9. Provide right-of-way plans for right-of-way or easements as needed including right-of-way staking.
10. Provide final plans for approval by the City including lighting and landscape plans. Provide final construction cost estimate.
11. Attend Final Plan Field Review (FFPR) conducted by the City.
12. All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively, and shall be organized as per GDOT guidelines on electronic file management.
13. Provide NPDES plans. The City of Sandy Springs will obtain all necessary permits.
14. Soil survey and geotechnical studies are not included in this proposal.

EXHIBIT B – COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES



Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Mt. Vernon to Johnson Ferry Road
COSS NO.: CC-0009

Michael Baker Jr., Inc.

Phase: **Composite of all Phases**

Phase No. **All**

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	99	\$171.00	\$16,929	\$16,929.00
Project Engineer	122	\$144.00	\$17,568	\$17,568.00
Design Engineer	241	\$108.00	\$26,028	\$26,028.00
Drafter/Technician	327	\$82.00	\$26,814	\$26,814.00
Project Administrator	16	\$76.00	\$1,216	\$1,216.00
Subtotal	805			\$88,555.00
Total Direct Labor				\$88,555.00
Miscellaneous				\$10,000.00
Total Direct Labor + Miscellaneous				\$98,555.00
Other Direct Costs				
CADD Utilization	0	hrs @	\$13.00	\$0.00
Mail / Fedex / Courier				\$500.00
Reproduction				\$2,735.00
Supplies				\$0.00
Phone				\$0.00
Travel	380	Miles @	\$0.550	\$209.00
Subconsultants				
Total Subconsultant Cost				\$64,500.00
Total Direct Costs				\$67,944.00
Total Estimated Cost				\$166,499.00
Maximum Amount of Contract Proposal (including misc.)				\$166,499.00



Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Mt. Vernon to Johnson Ferry Road
COSS NO.: CC-0009

Michael Baker Jr., Inc.

Phase: Concept

Phase No. 1

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	22	\$171.00	\$3,762	\$3,762.00
Project Engineer	35	\$144.00	\$5,040	\$5,040.00
Design Engineer	59	\$108.00	\$6,372	\$6,372.00
Drafter/Technician	54	\$82.00	\$4,428	\$4,428.00
Project Administrator	2	\$76.00	\$152	\$152.00
Subtotal	172			\$19,754.00
Total Direct Labor				\$19,754.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$19,754.00
Other Direct Costs				
Mail / Fedex / Courier				\$100.00
Reproduction				\$200.00
Supplies				\$0.00
Phone				\$0.00
Travel	100	Miles @	\$0.550	\$55.00
Subconsultants				
Columbia Engineering - landscape architect				\$10,000.00
ACE - lighting				\$5,000.00
Total Direct Costs				\$15,355.00
Total Estimated Cost				\$35,109.00
Maximum Amount of Contract Proposal (including misc.)				\$35,109.00

Baker

Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Mt. Vernon to Johnson Ferry Road
COSS NO.: CC-0009

Michael Baker Jr., Inc.

Phase: Preliminary Roadway Plans

Phase No: II

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	37	\$171.00	\$6,327	\$6,327.00
Project Engineer	45	\$144.00	\$6,480	\$6,480.00
Design Engineer	99	\$108.00	\$10,692	\$10,692.00
Drafter/Technician	119	\$82.00	\$9,758	\$9,758.00
Project Administrator	4	\$76.00	\$304	\$304.00
Subtotal	304			\$33,561.00
Total Direct Labor				\$33,561.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$33,561.00
Other Direct Costs				
Mail / Fedex / Courier				\$150.00
Reproduction				\$1,000.00
Supplies				\$0.00
Phone				\$0.00
Travel 100 Miles @				\$0.550 \$55.00
Subconsultants				
Columbia Engineering - landscape architect				\$11,000.00
ACE - lighting				\$10,000.00
Total Direct Costs				\$22,205.00
Total Estimated Cost				\$55,766.00
Maximum Amount of Contract Proposal (including misc.)				\$55,766.00



Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Mt. Vernon to Johnson Ferry Road
COSS NO.: CC-0009

Michael Baker Jr., Inc.

Phase: Right-of-Way Plans

Phase No. III

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	9	\$171.00	\$1,539	\$1,539.00
Project Engineer	8	\$144.00	\$1,152	\$1,152.00
Design Engineer	26	\$108.00	\$2,808	\$2,808.00
Drafter/Technician	52	\$82.00	\$4,264	\$4,264.00
Project Administrator	4	\$76.00	\$304	\$304.00
Subtotal	99			\$10,067.00
Total Direct Labor				\$10,067.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$10,067.00
Other Direct Costs				
Mail / Fedex / Courier				\$100.00
Reproduction				\$500.00
Supplies				\$0.00
Phone				\$0.00
Travel	80 Miles @		\$0.550	\$44.00
Subconsultants				
RW Staking-Wolverton & Associates				\$7,500.00
Total Direct Costs				\$8,144.00
Total Estimated Cost				\$18,211.00
Maximum Amount of Contract Proposal (including misc.)				\$18,211.00

Baker

Cost Estimate
City of Sandy Springs

Date: 8/27/2013

Project: Sandy Springs Circle Sidewalks-Mt. Vernon to Johnson Ferry Road
COSS NO.: CC-0009

Michael Baker Jr., Inc.

Phase: Final Roadway Plans

Phase No. IV

Direct Labor Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Principal-in-Charge	0	\$201.00	\$0	\$0.00
Project Manager	31	\$171.00	\$5,301	\$5,301.00
Project Engineer	34	\$144.00	\$4,896	\$4,896.00
Design Engineer	57	\$108.00	\$6,156	\$6,156.00
Drafter/Technician	102	\$82.00	\$8,364	\$8,364.00
Project Administrator	6	\$76.00	\$456	\$456.00
Subtotal	230			\$25,173.00
Total Direct Labor				\$25,173.00
Miscellaneous				\$0.00
Total Direct Labor + Miscellaneous				\$25,173.00
Other Direct Costs				
Mail / Fedex / Courier				\$150.00
Reproduction				\$1,035.00
Supplies				\$0.00
Phone				\$0.00
Travel		100 Miles @	\$0.550	\$55.00
Subconsultants				
Columbia Engineering - landscape architect				\$11,000.00
ACE - lighting				\$10,000.00
Total Direct Costs				\$22,240.00
Total Estimated Cost				\$47,413.00
Maximum Amount of Contract Proposal (including misc.)				\$47,413.00

APPENDICES

1. AFFIDAVITS

- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. §13-10-91(b(1))

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
(Bidder to sign and return)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AMEND A CONTRACT WITH MICHAEL J. BAKER, JR. INC. FOR DESIGN AND ENGINEERING SERVICES REGARDING THE CONSTRUCTION OF SANDY SPRINGS CIRCLE STREETScape PROJECT PHASE 1 (CC009) AND PHASE 2 (CC010), AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE CONTRACT.

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received a quote from Michael J. Baker, Jr. Inc. for design and engineering services regarding the construction of Sandy Springs Circle Streetscape Phase 1 (CC009) and Phase 2 (CC010), Sandy Springs, Fulton County, Georgia, and

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the design and engineering services contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they authorize the City Manager to amend a contract in the amount of \$364,071 with the selected contractor, Michael J. Baker, Jr. Inc., for design and engineering services regarding the construction of Sandy Springs Circle Streetscape Phase 1 (CC009) and Phase 2 (CC010), Sandy Springs, Fulton County, Georgia.

RESOLVED this the 12th day of November, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael D. Casey, City Clerk
(Seal)