

**CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA MEMORANDUM****SUBJECT:** Approval of P & A Engineering Annual Letter of Agreement.**DEPARTMENT:** Public Works**AUTHORIZED BY:** Steve Howard – 510-0464 **CONTACT:** Scott Brazell – 576-3028**MOTIONS/RECOMMENDATIONS:**Approve the P & A Engineering Annual Letter of Agreement.Deny the P & A Engineering Annual Letter of Agreement.Table this item.

BACKGROUND:

This Letter of Agreement sets pricing for year for professional services of local engineering firm. By this being in place the Public Works Department has an outlet by which to keep small jobs in County moving forward. All pricing is at or lower than previous year.

STAFF RECOMMENDATIONS:

Staff recommends approval of this item.

ATTACHMENTS:

1. Letter of Agreement & Pricing of Services.



309 Arnow Court
St. Marys, Georgia 31558
Telephone: (912) 673-8575
Fax: (912) 673-1575

January 9, 2009

Mr. Scott Brazell, Director
Camden County Department of Public Works
P.O. Box 99
Woodbine, Georgia 31569

Re: Annual Engineering, Environmental and Surveying Agreement
Letter of Agreement - 2009
Camden County, Georgia

Dear Mr. Brazell:

We appreciate the opportunity to provide annual services under this letter of agreement for calendar year 2009. The following is a general summary of work and explanation of the fee schedule under this agreement.

Project Description Summary

Surveying Services

Privett & Associates, Inc. will provide surveying services including, but not limited to, deed research, right-of-way mapping, topographic surveying, route surveying, boundary surveying, construction staking, FEMA floodzone verification, location and mapping of jurisdictional wetland and marsh areas, location and verification of property lines and easements, and other services as requested.

To specifically define right of way mapping, boundary and topographic surveying services to be used for preparation of final engineering plans for road improvement projects, the surveying information will be provided to P & A Engineering, Inc. to prepare the preliminary road alignment based on information provided. The alignment will be provided to the county to forward to the Department of Transportation, Department of Natural Resources, US Army Corp of Engineers, or other agencies to approve the alignment prior to final preparation of right of way mapping, including legal descriptions and additional survey information necessary for final design and acquisition. Upon approval, final survey needs will be coordinated with a final fee schedule. Necessary survey work will be performed separately and billed under the separate negotiated fee schedule. Upon completion, the county will receive 6 (six) signed and sealed sets of the final survey drawings. A reasonable number of prints will be provided as needed with no further charge to the county.

Engineering and Construction Phase Services

P & A Engineering, Inc. will provide civil engineering and construction phase services necessary to complete projects as requested. The scope of services will be coordinated and a fee schedule established based on information provided by the county. Tasks include, but are not limited to, preliminary and final road construction documents using design specifications as required by the Georgia Department of Transportation state aid program. Tasks also include assistance in preparation and submittal of requests for GDOT state aid, drainage analysis and design, water and wastewater analysis and design, surface mine permit applications, review and coordination of project bonding on projects within the county not prepared by this firm, erosion and sediment control plans, traffic analysis and other civil engineering tasks as requested.

Construction phase services include, but are not limited to, preparation of engineering cost estimates, solicitation and review of contractor bids, review and approval of contractor pay requests, review and recommendation for change orders, review and response to requests for information, on site construction inspections and assistance in final close out documentation.

Environmental Services

P & A Engineering, Inc will provide environmental engineering services as requested. The scope of services will include, but not be limited to, fresh and salt water wetland delineation, preparation of environmental permit applications, coordination of ACOE and DNR impact issues, soil suitability reports, phase I environmental documents, cultural resource surveys, archeological surveys and other environmental service needs.

Coordination of Fee Schedule

Prior to proceeding with any task, coordination of the scope of services and schedule will be completed and a fee schedule will be prepared prior to issuance of a purchase order which will serve as a notice to proceed. During the course of the project, a staff representative will be available to meet at a mutually agreed upon location during normal hours of operation to coordinate issues that arise. In the event that construction of any project is being performed outside of normal working hours, staff will be available with 48 hours prior notice.

The negotiated fee schedule will serve as a lump sum fee for the specific task. Additional services or negotiated hourly tasks will be billed at the rates shown on Attachment "A" which shall be and is made part of this agreement. Attachment "B", Standard Contract Conditions, shall be and is made part of this agreement.

Please note that assistance in the preparation of all permits related to the scope of services

January 9, 2009
Mr. Scott Brazell
Page 3 of 6

provided is an integral part of the services provided. However, P & A Engineering, Inc. does not guarantee approval of any permit outside of the standard of care provided in Attachment "B", Standard Contract Conditions. It is further understood that P & A Engineering, Inc. in no way guarantees the availability of water and sewer capacity by the governing bodies.

We are pleased to provide these services to you. Please review this agreement at your earliest convenience. If acceptable, please execute this letter of agreement and return to us as soon as possible.

We look forward to providing these services to you for the coming year.

Sincerely,

Robert Cheek, P.E.

Approved By: _____
Scott Brazell, Director

Date: _____

Attachment "A"
Hourly Rate Schedule

Surveying

General Manager & RLS		\$ 165.00
Field Supervision		\$ 110.00
Three Man Field Crew		
	Surveying	\$ 165.00
	Travel	\$ 95.00
Two Man Field Crew		
	Surveying	\$ 155.00
	Travel	\$ 95.00
Drafting/Calculations		\$ 90.00
Research		\$ 65.00

Engineering

Project Manager	\$ 125.00
Professional Engineer	\$ 115.00
Designer/Draftsman I	\$ 85.00
Designer/Draftsman II	\$ 75.00
Designer/Draftsman III	\$ 65.00
Designer/Draftsman IV	\$ 45.00
Environmental Services	\$ 85.00
Construction Administration	\$ 75.00
Administrative/Clerical	\$ 35.00

Reimbursable Expenses

Other reimbursable items will be billed at actual cost plus 15%. Applicable items include printing, blue-line copies, photography, delivery services, laboratory testing, overnight travel and subsistence, airline travel, car rental, and other incidental travel expenses.

ATTACHMENT "B"

P & A Engineering, Inc.

STANDARD CONTRACT CONDITIONS

TRANSFER OF RIGHTS HEREUNDER

It is mutually agreed that the Owner and P & A Engineering, Inc. (Engineer) each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to its successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet nor transfer its or their interest in this Agreement without prior written consent of the other party hereto.

TERMINATION

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to notification.

REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association.

ENGINEER'S STANDARD OF CARE

The engineering services provided under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided, either expressed or implied, unless agreed in writing.

LIMIT OF LIABILITY

The Owner agrees to limit the Engineers liability under this agreement, due to the Engineer's negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer shall not exceed \$25,000.00 or the Engineer's total fee under this agreement, whichever is greater.

HOLD HARMLESS

The owner agrees to indemnify and hold harmless the Engineer, its principals, employees and agents against

any claims arising out of this agreement based in whole or in part by conduct or actions of the Owner. The engineer agrees to indemnify and hold harmless the Owner against all negligent acts of the Engineer to the extent provided above.

To the extent that the proposed services of the Engineer are for the engineering design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Owner agrees to defend, indemnify and hold harmless the Engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

PAYMENTS

Owner agrees that the Engineer has the option to bill on the last day of the month for services performed to date. Invoice amount will not be in excess of the estimated percentage complete on the date of billing. Engineer agrees to provide status plans at the owners request along with the current invoice.

Payment is due upon the presentation of the invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a financial charge of one and one-half (1 ½ %) per month, or the maximum amount allowed by law, whichever is less, on past due accounts.

SAFETY

During commission of inspection under this agreement, Owner agrees that in accordance with the generally accepted construction practice, the contractor shall be solely and completely responsible for the working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer does not include the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

EXCLUSIONS

Specifically excluded from the Engineer's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being caused by the release of solids, liquid, or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Engineer's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos containing materials, or hazardous waste in any form, as defined by the Environmental Protection Agency.