

1. Agenda

Documents:

[BOMC-8-25-21-RM-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Commissioner Comments

4. Approval Of Minutes

5. Resolution To Contract With Brown And Caldwell For Extent Of Stormwater Service Policy

Documents:

[AVONDALE ESTATES EXTENT OF SERVICE PROPOSAL.PDF](#)

[AVANDALE ESTATES SUBDIVISION PLATS.PDF](#)

[RES TO CONTRACT WITH BROWN CALDWELL.PDF](#)

6. Public Comment

7. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
AUGUST 25TH, 2021
5:30 p.m.**

AGENDA

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Commissioner Comments**
- Item #4 **Approval of Minutes:**
June 23rd regular meeting
August 11th regular meeting
August 11th work session
- Item #5 **Resolution to Contract with Brown and Caldwell for Extent of Stormwater Service Policy**
Staff will request authorization to contract with Brown and Caldwell for an amount not to exceed \$46,633, part of a total requested appropriation of \$55,133 for this project. Brown and Caldwell proposes to develop two options for a policy to determine financial responsibility in places where public infrastructure meets private infrastructure. Projected future costs of the two options will be included.
- Item #6 Public Comment
- Item #7 Adjournment

990 Hammond Drive, Suite 400
Atlanta, Georgia 30328
Tel: 770-394-2997
www.browncaldwell.com



August 6, 2021

Mr. Paul Hanebuth
Assistant City Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002

SID# 98425

Subject: Avondale Estates - Extent of Service Document for Stormwater Management System

Dear Mr. Hanebuth:

Brown and Caldwell (BC) is pleased to submit this proposal to the City of Avondale Estates (City) to provide professional engineering and consulting services in support of the development of an Extent of Service Document for the Avondale Estates Stormwater Management System.

Scope of Services

The City of Avondale Estates currently maintains a stormwater management program and would like to develop an Extent of Service (EOS) policy. One of the chief goals of the EOS policy is to clearly outline what stormwater assets will be maintained by the City and what is private responsibility. To better understand the financial impacts of different levels of service that may be included in the EOS, the City would like to evaluate two EOS options. High level annual budgets will be estimated for each of the EOS options. The majority of stormwater infrastructure repairs and maintenance cost anticipated are associated with repairing and maintaining aging stormwater pipes and structures. For this reason, this evaluation will focus on the assessment of stormwater pipes and associated catch basins, drop inlets, junction boxes, headwalls.

Task 1. Project Management and Meetings

The BC team will perform project management services throughout the duration of the project. The project manager will be responsible for allocating resources, tracking and monitoring progress, preparing monthly invoices, preparing monthly status reports, and implementing QA/QC procedures.

The Kickoff Meeting will occur within two weeks of notice to proceed. Details regarding the two EOS policy options for evaluation will be determined during the project kickoff meeting. These two options will be the basis for determining what portions of the storm sewer system will be included in the subsequent analysis for each EOS scenario.

During the kickoff meeting, BC will also provide the City with a list of budgeting and financial data required to complete the study. After the two options are determined, BC will use available information to estimate the date and cost of rehabilitation as detailed in Task 2 and 3.

Deliverables

1. Up to five monthly status reports and invoices
2. Kickoff Meeting
3. Mid Project Status Meeting
4. Data request list of budgeting and financial items

Assumptions

1. Two EOS options will be identified and agreed upon during the kickoff meeting
2. Commercial and industrial properties will be discussed, but not included in the City's EOS.
3. In order to maintain schedule, the City will provide requested financial data within one week of BC's request

Task 2. Financial Data Review and Cost Estimations for Stormwater Infrastructure Repair/Replacement

In this phase of the project BC will review financial data provided by the City to develop an understanding of annual funding available for stormwater infrastructure repairs and replacement. Additionally, BC will use historical stormwater infrastructure repair data from a nearby municipality or municipalities to estimate linear foot repair cost. When needed, cost for project completed in the past will be escalated to better reflect the current cost of construction and repair. Estimated linear foot repair cost will be developed for 18-inch, 24-inch, 36-inch, 48-inch, 60-inch, and 72 pipe. The cost to repair or replace catch basins, drop inlet, junction box, and headwalls will be factored into linear foot cost for each pipe diameter. If elliptical pipe or pipe sizes not specified above are encountered during the analysis, BC will use engineering judgement to determine which linear foot cost is most appropriate.

Deliverables

1. Table with estimated linear foot repair cost for 18-inch, 24-inch, 36-inch, 48-inch, 60-inch, and 72-inch pipe (Excel Format)

Assumptions

1. Repair cost estimations will be approximate and only intended for concept level planning and budgeting. Construction estimates will be based on approximated average linear foot cost to repair stormwater infrastructure and may not be representative of repair cost encountered at individual project locations. For budgeting specific projects, BC recommends obtaining detailed engineering project estimates or obtaining bids from contractors.
2. BC will include engineering judgement in the development of repair cost estimations.

Task 3. Repair/Replacement Analysis

The existing stormwater asset inventory and other data collected during 2020 for the City's Stormwater Master Plan (Master Plan) will be used as the starting point for the analysis portion of this task. Using the two EOS options developed in Task 1, BC will

develop a GIS layer that is a subset of the stormwater assets for each of the two EOS options to be analyzed.

Estimation of anticipated repair/replacement dates for stormwater assets along with the stormwater asset size and length will be used to develop a planning level cost and time frame projection for each EOS option. Repair/replacement date estimations are needed for each stormwater asset. Typically, an industry standard life expectancy life is assumed based on the stormwater pipe material. The life expectancy along with the construction date of the stormwater asset will be used to estimate the anticipated repair/replacement date. However, the City's stormwater asset data does not include construction dates. In order to estimate the age of stormwater infrastructure, BC will reference up to two readily available free aerial imagery sources. This aerial image data will be used to estimate approximate construction dates of areas and subdivisions within the City. It will then be assumed that the stormwater infrastructure in these areas was installed within the same date range. It is anticipated that this will be the primary method to develop the anticipated repair/replacement date, but it may also be supplemented with the condition score from the stormwater asset inventory and engineering judgement.

After the data processing discussed above is complete, BC will prepare a Replacement Planning Model (RPM) for stormwater pipes to estimate future infrastructure repair and replacement costs. BC will analyze and cleanse the data for import into the RPM. BC will set initial configuration parameters of the RPM. These parameters include useful lives, replacement costs, and replacement activities by asset type, material and diameter. BC will load the data into the model perform an initial run of the RPM. The results will be delivered to the City Staff as draft results. BC will review the draft RPM results with City Staff at which time the configuration parameters may be updated to better reflect the current state of the stormwater system.

After any configuration changes are made to the model, BC will make a final run of the RPM. The results of the final run will be documented in the presentation materials discussed in Task 4 below.

Deliverables

1. Two stormwater asset GIS layers, one for each EOS option, that include the assumed year of construction and date of repair/replacement.
2. Stormwater pipe and structure RPM results (table and graphical format)

Assumptions

1. BC will include engineering judgement in the development of anticipated dates of repair/replacement.
2. Previously developed condition scores and other inventory data will be used during the completion of this project to develop anticipated dates of replacement. No field observation is included in this scope of services.
3. Free online aerial image data sources will be used to estimate approximate construction dates of stormwater infrastructure. Aerial imagery may not be

attainable or referenced for some areas within the City limits or for some date ranges.

4. This scope of services does not include the modification or processing of any aerial imagery from online sources. If the City request the development of figures involving aerial imagery, additional fees from aerial imagery providers and BC may be required.
5. GIS and Financial Analysis will focus on residential, right-of-way, and City owned properties. This analysis will not include commercial or industrial properties. Commercial and industrial properties will be discussed, but not included in the City's EOS.
6. Two runs of the RPM will be completed in this scope of services.

Task 4. Presentation Material Development and Participation

The City plans to review the EOS options and select one for adoption. BC will support this process through the development of presentation materials to explain each of the EOS options to City leadership. This task also includes participation of two senior engineers (one of which is a former stormwater utility manager) in a presentation to the Board of Mayor and Commissioners. As directed by City Staff, BC can take a lead or support role in presenting these EOS options to Board of Mayor and Commissioners.

Deliverables

1. Development of up to 15 slides that summarize the two EOS options and findings of Task 1 through 3.
2. Development of up to four (4) GIS based mapping figures to illustrate the two EOS options.
3. Development of up to four (4) graphs or summary tables that illustrate the findings of Task 1 through 3.

Task 5. Extent of Service Document Development

After City selection of an EOS option, BC will develop a 5 to 10 page document that outlines the EOS and City of Avondale Estates Policy. The purpose of this document will be to document the City's accepted EOS and to serve as a reference for City staff, City residents, and City leadership as the need for stormwater repairs arise.

Deliverables

1. Draft EOS and City of Avondale Estates Policy (Word and PDF format)
2. Final EOS and City of Avondale Estates Policy (Word and PDF format)

Assumptions

1. BC will develop a draft of the EOS document. City staff will review the initial draft and provide one consolidated set of comments within one week. BC will then develop a final document.

Schedule

The project will be completed within five months of notice to proceed. A schedule outlining each project task is included in Attachment A.

Add on Services (not included)

Potential add on services are not currently included in this budget or schedule. However, they are listed below for the City's consideration and BC can discuss these options further upon request.

1. Data mining of all available subdivisions plats originally housed by Dekalb County. This scope of services would be completed by a subconsultant.
2. Development of GIS boundaries depicting subdivision areas
3. Georeferencing of historical subdivision plats

Compensation

The proposed budget is shown in Attachment B. BC will not exceed proposed project cost of \$46,633 without prior written notification from the City.

The work outlined in this proposal will be performed per Brown and Caldwell's standard terms and conditions included in Attachment C.

Thank you for the opportunity to submit this proposal for engineering and consulting services. Do not hesitate to call with questions or to request additional information.

Very truly yours,

Brown and Caldwell



David Elliott
Managing Engineer



Alok Pandya
Director of Project Management

Authorized and Approved

City of Avondale Estates

Signature _____

Printed Name _____

Title _____

Date _____

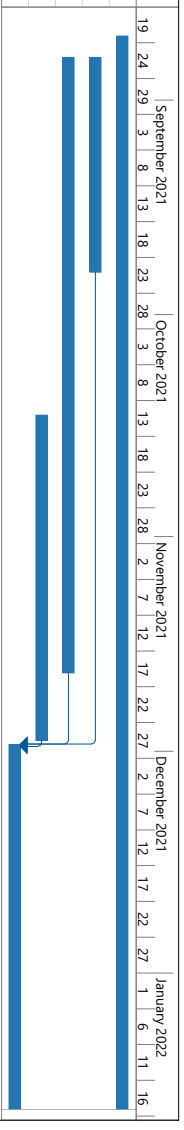
Attachment A: Project Schedule

Attachment B: Detailed Cost Proposal

Attachment C: Brown and Caldwell Standard Terms and Conditions

Attachment A: Project Schedule

ID	Task Name	Duration	Start	Finish
1	Project Management and Meetings	150 days	Mon 8/23/21	Wed 1/19/22
2	Financial Data Review	30 days	Thu 8/26/21	Fri 9/24/21
3	Repair/Replacement Analysis	86 days	Thu 8/26/21	Fri 11/19/21
4	Presentation Material Development and Participation	45 days	Fri 10/15/21	Mon 11/29/21
5	Extent of Services Document Development	51 days	Tue 11/30/21	Wed 1/19/22



Project: Avondale Extent of Ser
Date: Mon 8/9/21

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Milestone	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress

Attachment B: Detailed Cost Proposal

Avondale Estates, City of -- Avondale Estates Extent of Service

Phase	Phase Description	PM	PA									Total Labor Hours	Total Labor Effort	APC	Total Expense Effort	Total Effort	
		Visone, Lori D	Vassel, Savonia S	Elliott, John D	Mosely, Christian L	Mulacek, Dennis A	Hatfield, Jeremy	Swales, Kassity A	Danielson, Jacob S	Ferguson, Craig A							
100	Project Management & Meetings	14	6	8	12	2	0	0	3	3		48	\$8,035	\$336	\$336	\$8,371	
200	Financial Analysis	0	0	10	20	0	0	0	0	0		30	\$4,650	\$210	\$210	\$4,860	
300	Repair/Replacement Analysis	10	0	32	42	4	8	0	0	0		96	\$15,870	\$672	\$672	\$16,542	
400	Presentation Materials	6	0	10	36	0	0	8	0	0		60	\$8,560	\$420	\$420	\$8,980	
500	Extent of Service Document	8	0	10	24	0	0	8	0	0		50	\$7,530	\$350	\$350	\$7,880	
	GRAND TOTAL	38	6	70	134	6	8	16	3	3		284	\$44,645	\$1,988	\$1,988	\$46,633	

Attachment C: Brown and Caldwell Standard Terms and Conditions

Brown and Caldwell/Client Standard Terms and Conditions

I. Scope

Brown and Caldwell (BC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of BC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. Compensation

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to BC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, BC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. Responsibility

Standard of Care. BC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. BC shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. BC does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, BC shall act as agent of Client. BC's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of BC's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. BC shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

Reliance upon information provided by others. If BC's performance of services hereunder requires BC to rely on information provided by other parties (excepting BC's subcontractors), BC shall not independently verify the validity,

completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. Indemnification

BC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of BC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall BC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. Insurance

BC shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. Subcontracts

BC shall be entitled, to the extent determined to be appropriate by BC, to subcontract any portion of the Work to be performed under this Agreement.

VII. Assignment

If the authorized scope of work includes construction activities or the oversight of construction, BC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which BC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, BC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. Integration

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and BC as to those matters contained herein. No prior oral or written

Brown and Caldwell/Client Standard Terms and Conditions (continued)

understandings shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. Choice of Law/Jurisdiction

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. Severability

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. Force Majeure

BC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of BC. BC will take reasonable steps to mitigate the impact of any force majeure.

XII. No Benefit for Third Parties

The services to be performed by BC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on BC's performance of its services hereunder.

XIII. Work Product

BC and Client recognize that BC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify BC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. Suspension Of Work

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to BC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. BC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then BC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By BC.** By written notice to Client, BC may suspend the Work if BC reasonably determines that working conditions at the Site (outside BC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely

payment in accordance with Article II, Compensation, or for other circumstances not caused by BC that are interfering with the normal progress of the Work. BC's suspension of Work hereunder shall be without prejudice to any other remedy of BC at law or equity.

XV. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to BC, or (b) for cause, if BC materially breaches this Agreement through no fault of Client and BC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to BC.
2. **By BC** (a) for cause, if Client materially breaches this Agreement through no fault of BC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after BC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or BC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, BC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. BC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of BC by Client for cause, BC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. Notices

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the BC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.



August 18, 2021

Patrick Bryant
City Manager.
City of Avondale Estates
21 N Avondale Plaza
Avondale Estates, GA 30328

RE: **Avondale Estates Subdivision Plats** – Avondale Estates, DeKalb County, Georgia
TM Proposal No. S210818

Patrick:

Per your request, please find below our scope and fees for completing the research and uploading of recorded Subdivision Plats for all subdivisions in Avondale Estates. The subdivisions are located in DeKalb County, Georgia.

1. **Professional Surveying Services** - TerraMark will make every effort to identify all subdivisions in Avondale Estates, research and upload any recorded plats found and send to the Client. We ask that as you identify subdivisions while performing the Storm Water Inventory that you share those subdivision names with us to assist us in cross-referencing them off our list. This may speed up our work and provide you the deliverables in the quickest manner possible. Since this task is not quantifiable we suggest an hourly not to exceed budget and have attached our Standard Hourly Rate Sheet to be used in billing the work.

Hourly Not to Exceed:

\$ 8,500.00

The following tasks are not included in our scope of services: Any type of Field Work, Site Visits or drafting.

We will endeavor to complete the requested work and provide you with known subdivisions within **24 Calendar Days** from Notice to Proceed. Additional Subdivisions discovered during the course of your work will be researched and uploaded within 5 days of your notification to us. If you concur with our scope and fees, please indicate by signing below.

Thank you for the opportunity to serve you. Should you have any questions or comments, please call us at your convenience.

Sincerely,
TerraMark Land Surveying, Inc.
John C. Blount., RLS
Senior Project Manager

Authorized Signature Date
City of Avondale Estates



1396 Bells Ferry Road
Marietta, Georgia 30066
(770)-421-1927
(770)-421-0552 (fax)

**“Attachment B”
BILLING RATES
EFFECTIVE: JULY 1, 2021**

Labor:

Registered Land Surveyor (Principal).....	\$125.00
Project Manager (RLS).....	\$115.00
Project Manager.....	\$100.00
Senior Survey Technician.....	\$ 90.00
Survey Technician.....	\$ 85.00
Survey Crew (2 Person).....	\$135.00
Survey Crew (3 Person).....	\$165.00
Survey Crew (Building Layout).....	\$145.00
GIS Technician.....	\$ 80.00
GIS Data Collector (1 Person).....	\$ 65.00
Robotic Crew (1 Person).....	\$ 85.00
GPS Crew (1 Person).....	\$ 85.00
Crew Chief (Project Oversight).....	\$ 70.00
Clerical.....	\$ 50.00

Expenses:

Reproduction.....	Cost
Travel (meals, lodging).....	Cost
Mileage, Stakes and Miscellaneous Supplies.....	No Charge
Sub Consultants.....	Cost +3%

NOTES: Charges for survey crews will begin at the time of departure and end at the time of return to their home base. If less than one day’s field work is ordered, standard hourly rates will be charged with a minimum of \$400.00.

The fees and rates in this schedule are subject to escalation after a period of six months from the effective date above, and annually thereafter.

**A RESOLUTION TO CONTRACT WITH BROWN AND CALDWELL
FOR STORMWATER INFRASTRUCTURE EXTENT OF SERVICE POLICY**

WHEREAS, the City of Avondale Estates has adopted a Stormwater Master Plan recommending a stormwater infrastructure extent of service policy; and

WHEREAS, Brown and Caldwell has proposed the development of two options for such a policy; and

WHEREAS, the City desires to equitably manage stormwater runoff from public areas and limit liability resulting from the same;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Commissioners authorizes the City Manager to contract with Brown and Caldwell to produce an extent of service stormwater policy for an amount not to exceed \$46,633.

SO, RESOLVED, this 25th day of August 2021.

THE CITY OF AVONDALE ESTATES

Jonathan Elmore, Mayor

Attest:

Gina Hill, City Clerk