



November 8, 2021

Frank Martin
Director of Public Works
City of Smyrna
2190 Atlanta Road
Smyrna, GA 30080

Re: Proposal for Professional Engineering Services
Final Design and Construction Documents for Downtown Improvements

Dear Frank:

Croy Engineering, LLC (Croy) would like to thank you for the opportunity to provide this adjustment to Purchase Order Number 22001026 for the above referenced project.

General Scope:


The Croy design team will provide final construction documents for the civil and park design portions of the Downtown Improvement project. The project services will include completing the construction documents for the civil portion of the design, providing bidding service for the civil construction, preparation of RFQ documents to retain the Contractor services, and participation in the contractor selection process.

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for Smyrna 2022 SPLOST Program Management Services dated June 07, 2021, between Croy Engineering, LLC, and the City of Smyrna.

If this proposal is acceptable to you, please sign indicating your approval and return (1) signed copy for our files. This letter of agreement will serve as Croy Engineering's Notice to Proceed.

If you have any questions, please do not hesitate to contact us. We look forward to continuing the forward progress on this project.

Sincerely,
Croy Engineering, LLC



Wayne O. McGary, PE, CPSWQ, CPMSM
Director, PM, CEI and Land Acquisition

cc: Joe Bennett, City of Smyrna
Greg Teague, Croy
Scott McNally, Croy

Kristin Robinson, City of Smyrna
Chris Rideout, Croy
Andrew Kohr, POND



**Final Design and Construction Documents
for Downtown Improvements**

Proposed Scope of Services

November 8, 2021

I. PROJECT DESCRIPTION

This PO Adjustment is to continue design efforts for the Final Design and Construction Documents for the proposed Downtown Improvements. A detailed scope of services is outlined below.

Summary of Project Fees

Transportation Final Design	\$ 66,810.00
Signal Design	\$ 42,720.00
Construction Documents	\$113,676.00
Park Design	<u>\$295,000.00</u>
Total Fees	\$518,206.00

II. SCOPE OF SERVICES

Transportation Final Design:

The Croy Design Team will provide final design of the roadway to include the following:

- Roadway typical sections
- Mainline and side road centerline profile sheets
- Coordinate with Site designers to make any necessary modifications to the roadway design, if needed, to accommodate the drainage needs for the site
- Develop a roadway 3D surface for grading purposes and coordination with the site development plans
- Develop signing and marking plans sheets for King Street extension, Powder Springs Street, and Atlanta Road improvements
- Prepare a summary of quantities for the roadway improvements for inclusion in the Opinion of Probable Construction Cost and Final Construction Documents
- Provide additional support as needed through the design process.

Task Budget: \$66,810.00

Signal Design:

The Croy Design Team will provide final design of the signal at the intersection of Atlanta Road and Powder Spring Street. Final design will be inclusive of the following:

- Signal Design and Construction Plans and List of Materials
- Signal Timing Plan
- Opinion of Probable Construction Cost

Task Budget: \$42,720.00

Construction Documents:

The Croy Design Team will provide final design and preparation of the Construction Documents. The Construction Documents will be inclusive of the following:



- A set of final plans containing the following design and information will be included, but not limited to: Cover, General Notes, Existing Conditions, Demolition, Site Layout, Utility layout and profiles, Grading and Drainage, Drainage profiles, Stormwater Management, Construction Details, Erosion Control Plans
- Opinion of Probable Construction Cost
- Written Technical Specifications
- Hydrology Study
- Obtain a Land Disturbance Permit
- File an NOI

Task Budget: \$113,676.00

Park Design:

The scope of work for the park Design will be completed by POND & Company and the scope of service is attached.

Task Budget: \$295,000.00

Project Budget: \$518,206.00

Assumptions

- No formal ROW set of plans will be required since neither acquisition of right-of-way nor easements from private property owners are anticipated.
- No cross sections sheets will need to be created and roadway grading will be included in site grading and included in the plan set.
- No geotechnical services or CEI Services.

III. TIME OF PERFORMANCE

Civil Design Documents

It is estimated that the construction documents can be submitted for final review and permitting within 4 weeks from receiving final comments on the Design Development submittal.

Park Design Documents

It is estimated that the Park Construction Documents will be ready for construction to begin at the time civil site construction is substantially complete.

IV. DELIVERABLES

- Civil Site Construction Documents for Bidding and Construction purposes
- Park Design Construction Documents

APPROVED: City of Smyrna

Department Head

Signed _____
Derek Norton, Mayor

Signed _____

Attest _____
Heather K. Peacon-Corn, City Clerk

Name _____

Title _____

Date _____



November 8, 2021

Mr. Greg Teague, PE
President, CROY
200 Cobb Parkway North
Building 400, Suite 413
Marietta, GA 30062
E: gteague@croyeng.com

Re: Smyrna Downtown Park Design Construction Documents

Mr. Teague,

Pond & Company (Pond) is pleased to provide CROY with a proposal for design development, construction documentation, and construction administration for Smyrna's new downtown park space. The park design shall be based off of the preferred concept designed by Pond & Company, approved by Mayor and Council on October 18th, 2021 (See Exhibit 1 for approved Preferred Concept Design and Limits of Scope). The proposed improvements were included in the 2020 SPLOST program approved by voters in November of 2020. CROY is Smyrna's SPLOST program manager, and Pond will collaborate with CROY, City staff, and the Downtown Redesign Details Task Force (DRDTF). Upon Notice to Proceed for this next phase of design and engineering, Pond will provide a production schedule for the development of Construction Documents. Plan development milestones include 60% Design Development, 90% Construction Documents, Permitting Assistance, and Construction Administration.

SCOPE OF PROFESSIONAL SERVICES

Project Management and Client Communication

During the project we recommend frequent communication with CROY, City staff, and the DRDTF (these three entities make up the Core Project Team). Sydney Thompson will be your Project Manager and main point of contact supported by Andrew Kohr as Project Director. We will schedule coordination and review meetings (either through Zoom, Microsoft Teams or on site/in person) with CROY on a bi-weekly basis to coordinate design. We will coordinate City staff and task force meetings through CROY. We are anticipating a four-month timeframe to develop 60% plans, three-month timeframe for development of 90% plans and a six-month timeframe for bidding and construction administration. Project management time and meetings are included in each phase of the project according to the tasks and timeline. Monthly, we will provide CROY's project manager with an updated schedule and invoice.

TASK 1 – PRE-DESIGN SERVICES

A. TREE REMOVAL & RECOMPENSE PLANS

- a. Pond will assist CROY by developing a tree removal and recompense plan set as a part of their LDP.
- b. Pond will send a certified arborist to the site to evaluate the trees being removed within the park project limits.
- c. The tree removal and recompense plan set will include:
 - i. Tree removal plan
 - ii. Evaluation of Smyrna's tree ordinance
 - iii. Tree Density Calculations
 - iv. Tree recompense calculations & associated recompense planting plan
 - v. Tree planting details & Notes
- d. Assumptions/Exclusions for Task 1:
 - i. CROY will provide an updated tree survey to Pond
 - ii. No surveying services are to be completed by Pond

- iii. No services have been included for environmental design/coordination associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc.
- iv. Permitting shall be limited to the City of Smyrna
- v. All permit, review, or impact fees shall be paid by the City/Client

B. WRITE CMAR RFQ

- a. Pond will:
 - i. Craft CMAR RFQ for SPLOST funded Downtown Greenspace.
 - ii. Coordinate RFP language to meet City procurement requirements.
 - iii. Ready the bid package per City requirements for advertising on the City's procurement website.
 - iv. Assist with bid package evaluation and answering RFIs.
 - v. Review and level the bids and provide a recommendation for award.

TASK 2 – DESIGN DEVELOPMENT

A. Coordination Meetings

- a. Pond (Project Manager and Project Director) will attend a kickoff/site visit meeting with CROY and key staff and stakeholders as appropriate
- b. It is suggested that the CROY and POND teams participate in one-hour long, weekly coordination meetings (not to exceed 20 meetings) during the development and coordination of the 60% design plans.
 - i. Assumed half the meetings will be virtual and half will be in person.

B. Based upon the survey & roadway layouts provided by CROY and the preferred conceptual park design as previously developed by Pond, Pond will prepare plans to the 60% design level for the park limits specified in Exhibit 1 in the following format:

- a. Cover Sheet with locations/vicinity maps
- b. Index sheet and General Notes
- c. Site Layout Plan with dimensions
- d. Preliminary fine grading plan based off rough grading plan provided by Croy
- e. Preliminary Electrical Plans
- f. Delegated Site Irrigation Modification Plan
- g. Preliminary Landscape Plan
- h. Construction Details
- i. Materials Palette for specific amenities
- j. Specification outlines (for needed items)

C. Pond plans to engage the DRDTF during the 60% design development process.

- a. Up to four (4), two-hour-long, in-person meetings between Pond and the DRDTF are included in this proposal.
- b. Any additional meetings will be considered out of scope and will be charged to the client based on Pond employees' hourly rates.

D. Pond will provide a digital PDF of the 60% plans to CROY, City staff, and the DRDTF for review.

- a. Core team to provide comment within one (1) week of receiving 60% draft submittal.
 - i. Timely delivery of all comments to Pond is imperative for the project to stay on schedule.
- b. Proposal assumes addressing one round of comments

E. Once comments are incorporated, Pond will work with the Core Team to engage a contractor and begin the Construction Manager at Risk (CMAR) Process.

F. Assumptions/Exclusions for Task 2:

- a. CROY to provide existing/proposed information for park property in AutoCAD .DWG format including:
 - 1. Boundary and topographic survey
 - 2. Finalized roadway layout and grading plan with spot elevations
 - 3. Finalized rough grading plan for park project limits

4. Finalized drainage plan for roadway layout and preliminary drainage plan for park project limits.
5. Finalized utility locations
- b. It is assumed that CROY has analyzed and verified all existing utility locations, including storm sewer and that all necessary utility tie-in locations for the park design are shown on their plans.
- c. This proposal excludes any hydrological analysis and assumes all such required analysis has been completed by CROY.
- d. Flood Study is excluded.
- e. Balanced earthwork is not guaranteed, borrow site design is excluded if import fill is required.
- f. All permit, review, or impact fees shall be paid by the City/Client.
- g. Geotechnical and soils studies and reports are excluded in this proposal.
- h. Irrigation design and specification shall be performance specification only; contractor will provide shop drawings for site specific irrigation during construction as required by the City.

TASK 3 – PERMITTING, CONSTRUCTION DOCUMENTS & CMAR COORDINATION

- A. This proposal assumes the City will hire a Construction Manager at Risk (CMAR) by the time Pond is prepared to move into final document design.
 - a. Pond and CROY will hold a kickoff meeting with CMAR to provide an overview of the project and provide 60% construction plans for review, prior to advancing plans to 90% completion.
 - b. Following a review by the CMAR, CROY and Pond will meet with the CMAR to discuss next steps and how to proceed.
- B. Pond will prepare plans to the 90% design level for the park limits specified in Exhibit 1 in the following format:
 - i. Cover Sheet with location/vicinity maps
 - ii. Index sheet, General Notes, Abbreviations, and Legend
 - iii. Site Layout Plan with detail call-outs
 - iv. Fine Grading Plan
 - v. Electrical Plans
 - vi. Delegated Site Irrigation Modification Plan
 - vii. Three-phase Erosion Sedimentation & Pollution control plans and details as required
 - viii. Landscape Plan (including tree protection and recompense)
 - ix. Dimensioned Hardscape Plan
 - x. Site Construction Details (including paver materials for shared street and protective bollards/materials at key intersections and beginning and end of project)
 - a. Pond will submit these plans for permit to the City of Smyrna.
 - xi. Pond will attend up to two (2) progress or coordination meetings with the permitting departments during this phase of design.
 - b. The permit submittal packages will be prepared and submitted to CROY in electronic format for their submittal to all required City of Smyrna departments.
 - c. Pond will address comments on the above plans that fit within the scope of this proposal. This proposal includes up to two rounds of revisions—additional revisions may require additional fee.
 - d. Pond will provide CMAR files and answer questions related to design so the CMAR can develop cost estimates.
 - e. After permitting is complete, Pond will prepare a conformed set of final construction documents that incorporates all permitting related comments and changes. This ready-for-construction set of plans will be provided in PDF format to The City of Smyrna, CROY, and contractor.
- C. Using the client-approved plan and direction from previous tasks, Pond will prepare a conformed set of final construction documents in the following format:
 - a. Cover Sheet
 - b. Index sheet, General notes, Legend, and Abbreviations
 - c. Site Layout Plan with detail call-outs

- d. Fine Grading and Drainage Plan
- e. Electrical Plans
- f. Delegated Site Irrigation Modification Plan
- g. Construction Details
- h. Landscape Plan
- i. Dimensional Hardscape Plan
- j. Wayfinding signage plan (signage design not included in proposal)
- k. Landscape/Hardscape Details
- l. Written specifications for required materials
- D. Throughout the construction document development, Pond will engage the DRDTF to finalize materials, site furnishings, structure locations, etc.
 - m. Proposal includes monthly in-person meetings (up to 4 meetings) with Core Project Team.
 - n. Pond will coordinate with CMAR to provide up to two options for the DRDTF to choose from for the following elements:
 - xii. Hardscape materials for the following areas (based on the approved park concept design):
 1. Shared street
 2. Pedestrian Plaza near arboretum
 3. Linear abstract plaza
 4. Plaza adjacent to the interactive water feature
 5. Retaining walls/seat walls
 - xiii. Site furnishings:
 1. Benches
 2. Litter/recycling receptacles
 3. Bike racks
 4. Pet waste states
 5. Water fountains
 - o. Pond will coordinate with specialized subcontractors on the following delegated design elements:
 - xiv. Custom shade structure with swing benches (located at end of linear plaza per approved park concept design)
 1. Assumed fabricator will provide shop drawings and complete all necessary structural engineering design and permitting
 - xv. Removeable Shade Sails
 1. Assumed fabricator will provide shop drawings and complete all necessary structural engineering design and permitting.
 - xvi. Interactive water feature & reflecting pool
 1. Assumed consultant will provide shop drawings and complete all necessary structural engineering and electrical design associated with the water feature as well as permitting.
 - xvii. Audio/Visual design throughout park
 1. Assumed consultant will provide shop drawings and complete all necessary electrical design and permitting
 - p. Pond will engage the Smyrna Arts Council regarding all public art to be installed in site. This will include up to three meetings during the course of the project.
 - xviii. Design and engineering of public art elements is not included in this proposal.
- E. Pond will prepare detailed landscape planting plans and hardscape plans for the park project limits.
- F. Pond will provide electrical construction documents that will specify circuits for pedestrian & accent lighting for the interior of the park and multiple power sources for event requirements.
- G. The construction document package will be provided to the Core Project Team in electronic format for review, pricing, and discussion.
- H. Pond will provide CMAR files and answer questions related to design in order for the CMAR to update the cost estimates.

- I. It is assumed the Core Project Team will have a maximum of two-weeks to review the drawings and provide comments.
 - a. Final owner/contractor comments that fit within the scope of this proposal will be addressed, and a package will be prepared for construction.

TASK 4 – CONSTRUCTION ADMINISTRATION

- A. Pond (project manager and project director) will attend a kickoff/site visit meeting with CROY and the CMAR discuss the proposed project and begin construction.
- B. Pond will perform construction observations to evaluate the site-work contractor's general conformance with plans and specifications. Pond will review shop drawings, if required. This proposal includes up to eight (8) construction phase site visits (one kickoff, one punch list, and six during construction) by one member of Pond staff.
- C. Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included.
- D. Any construction phase site visits beyond the eight included in this proposal may incur additional costs.
- E. Any redesign, including due to client direction, as-built analysis, or unforeseen conditions may incur additional cost.
- F. As-builts and record drawings are to be the Contractor's responsibility and are excluded from this proposal.
- G. Pond will keep CROY apprised of budget expenditure for construction period services and notify CROY if budget adjustments would be necessary due to amount of RFIs and coordination.

CONDITIONS OF SERVICE

- A. No elements called out as "future" on the approved concept plan are included in this proposal.
- B. This proposal does not include any platting services (including consolidation plat(s)).
- C. Pond's subconsultants will coordinate with CROY and the City regarding site access and visitation.
- D. The proposed development will not require variances, waivers, or rezoning.
- E. This proposal for electrical design, assumes that there is available power within the park/in the very near vicinity of the park. Coordination with the power utility company, telecom related work and involvement with GDOT are excluded. One (1) electrical site visit for design and one (1) electrical construction administration site visit during construction is included.
- F. Irrigation design is not included in this proposal.
- G. Design solutions resulting from significant unknown sinkhole issues, and any subsurface conditions, are excluded from this scope.
- H. Any required traffic study or public roadway improvement design will be provided by others or can be performed by Pond as an additional task item outside the scope of this contract.
- I. Easement acquisition and/or coordination with neighbors is not included in this proposal and will be by others, if required.
- J. It is assumed that any required identification or wayfinding signage will be designed and permitted by others.
- K. Public engagement is excluded from this proposal.
- L. No environmental site assessments (ESA) of any type are included. It is understood that any required environmental remediation will be completed by others. No environmental remediation plans or related design is included in this proposal.
- M. This proposal assumes that all necessary utilities are existing and nearby with enough capacity, and will not require upgrade, off-site extensions to this site, or pump stations/force main. If it is later discovered that the capacity of the existing utilities is insufficient, this proposal will be re-evaluated.
- N. Pond can assist with the coordination of sanitary sewer or storm pipe investigation if needed, as an additional task item outside the scope of this contract.
- O. This proposal assumes that all project improvements will be designed and developed in a single phase so that all improvements will be covered by a single set of plans and permit submittal.
- P. Field delineation/survey of possible State Waters / Wetlands / FEMA boundaries and associated permitting is excluded.

- Q. It is understood that the permitting process is beyond the control of Pond and that the governing jurisdiction(s) may or may not issue a permit for the proposed improvements, as currently conceived.
- R. While Pond will deliver a value-conscious design and seek the City's preference on significant cost related decisions when options are present, a detailed value-engineering analysis after plans are complete and a permit is obtained is not included. It is recommended that final cost analysis not be completed until after the permit is obtained.
- S. Although every effort will be taken to minimize any potential cost-related changes in subsequent phases, Pond cannot guarantee that such changes will not result from the review and approval process with the City/County in the effort to obtain a land disturbance permit.
- T. No stormwater management/hydrology analysis is included in this proposal.
- U. Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.

FEE STRUCTURE

The following lump sum fee includes professional design services and all project related expenses to complete the scope of work outlined above:

Task 1: Pre-Design Services	\$20,500.00
Task 2: Design Development	\$125,000.00
Task 3: Permitting, Construction Documents, & CMAR Coordination	\$129,500.00
Task 4: Construction Administration	\$20,000.00
Grand Total:	\$295,000.00

The City will be responsible for all application, bond, and permit fees.

Should you wish to proceed, please provide Pond with a subconsultant agreement that includes previously agreed upon language from the initial concept phase.

Please let me know if you have any questions and thank you again for your trust in our firm. Should you find this proposal acceptable, please review and sign below, as well as the attached standard contract form.

Sincerely,



Sydney Thompson, PLA, ASLA, GSWCC Level II
Project Manager | PLACE
404.748.4780
thompsons@pondco.com



Andrew Kohr, Associate Principal, PLA, ASLA
Project Director | PLACE
404.556.8758
kohra@pondco.com

EXHIBIT 1: SCOPE LIMITS

