



Hall County Government
FINANCIAL SERVICES

MEMORANDUM

To: Board of Commissioners

From: Debra Howington, Buyer

Date: May 25, 2022

Re: Federal EC LLC

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Engineering Department is seeking approval to procure the services of Federal EC LLC of Woodstock, GA for the installation of cured in place pipe lining along 3652 Wallis Road. The work will include CCTV / Investigation / Measure pipe at lining locations, mobilization / set-up, traffic-control / lane closure and various size of cured in place pipe lining. We have been given permission by Neil Trust, Purchasing Manager for Johns Creek, to utilize the City of Johns Creek contract 21-236 for On-Call Professional Services for Stormwater Pipe Lining Services. The total cost of the project is \$185,185.00. The funding source is 1816-5009-028-1816-5009 for SP-VIII Culvert Replace – Infrastructure.

If you have any questions, please contact the Purchasing Dept.

REQUESTED 05/12/22 REQUIRED

APPROVAL GRP 1816 SP-VIII CULVERT REPLACE

BUYER JORGE GOMEZ

CJP

SHIP TO 136 HALL COUNTY ENGINEERING DEPART 3RD FLOOR 2875 BROWNS BRIDGE ROAD GAINESVILLE, GA 30504 ATTN: BILL NASH

VENDOR 10029054 FEDERAL EC LLC 504 ALLATOONA HILLS DRIVE WOODSTOCK GA 30189

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01	A		1.00	LOT	185,185.0000	185,185.00
	INSTALLATION OF CURED IN PLACE PIPE LINER ALONG 3652 WALLIS ROAD AS DETAILED ON THE ATTACHED PROPOSAL					0.00
						0.00
	TOTAL PRICE					185,185.00
	DEPARTMENT	ACCOUNT	PROJECT	ACCOUNT	CHARGE AMOUNT	
	1816	5009	028-1816	5009	185,185.00	
	REQUISITION TOTAL					185,185.00

RECEIVED MAY 17 2022



May 15, 2022

Hall County
Attn: Jimmy Hightower
1670 Barber Road
Gainesville, GA 30507

Subject: Proposal: Storm Sewer Rehabilitation: 3652 Wallis Road

Federal EC LLC Proposal

Dear Mr. Hightower:

Federal EC LLC has been asked by Hall County to provide a firm fixed price proposal to complete the work as detailed in the scope elements listed below.

The contents of this proposal including price should be considered confidential.

Section 1 - Background & Solution Development:

The subject job has three sections that have been identified for rehabilitation by cured in place pipe. Federal EC is providing pricing to install liner in accordance with plans and specifications.

Section 2 - Proposed Scope of Work:

1. Federal EC LLC to provide submittals including shop drawings and calculations stamped by a Georgia Professional Engineer (If requested)
2. Manufacture Cured in Place Pipe Liner detailed in the pricing section
3. Federal EC LLC to mobilize all personnel, equipment and materials to the job site
4. CCTV Inspection and Cleaning
5. Install CIPP liners as detailed in pricing section
- 6..Final clean-up and demobilization from work site

Section 3 – Pricing				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE
1	CCTV/ Investigation / Measure Pipe at Lining Locations	1	LS	\$ 1,850
2	Mobilization / Setup	1	EA	\$ 7,500
3	Traffic Control/ Lane Closure	1	LS	\$ 5,500
4	Pipe Invert Repair Prior to Lining	1	LS	\$ 12,500
5	CB01- CB02 36" Cured in Place Pipe Lining Up to 190 LF	1	LS	\$ 47,500
6	CB02- CB03 36" Cured in Place Pipe Lining Up to 328 LF	1	LS	\$ 82,000
7	CB03- CB04 36" Cured in Place Pipe Lining Up to 44 LF	1	EA	\$ 11,500
7	Payment and Performance Bond	1	EA	\$ 5,050
TOTAL BASE PRICE (Contract Line Item Number 1 through 7) -----				\$ 173,400

Section 4 – Federal EC LLC Construction to Provide/Inclusions:

1. Proposal pricing is based on one mobilization for the proposed scope of work. If additional mobilizations are required there will be an extra charge.
2. Manufacturer certified materials for all phases of proposed scope of work.
3. All items detailed in Section 1 & 2, Proposed Scope of Work.
4. Certificate of insurance with standard coverage
5. One-year standard construction warranty.

Section 5 - Owner/General Contractor to Provide/Exclusions:

1. Access to work areas for labor and equipment.
2. Access to a clean water source to be used for pipe lining operations to be provided by others at no cost to Federal EC
3. Project Permit and/or local licenses
4. Performance and Payment Bonds not included. Available upon request for a 3% total proposal cost.
5. Additional Premiums for special insurance coverage(s) required by you or other parties particular to this project.
6. Liquidated damages not included.
7. Inspections and testing
8. Bypass Pumping if Required
9. All above ground restoration including but not limited to debris removal, grassing, sod, landscaping, repair of tire ruts, etc....

Section 6 – General Notes:

1. Please see addendum A for full terms and conditions.
2. Anticipated project duration is 3-5 working days. The manufacturing of the materials is approximately 3 weeks.
3. Work to be performed during regular working hours. All work performed outside of such hours due to reasons beyond FED EC's control shall be charged at a rate or amount agreed upon by the parties at the time the overtime is authorized.
4. Quotation is based on acceptance of FED EC's standard insurance policy. FED EC will hold harmless and indemnify Contractor only for insured claims resulting solely from FED EC's negligence or in the case of joint negligence with others for its proportional share.
5. No retention of funds is agreed to following the completion and acceptance of work.
6. Use of Contractor's subcontract form is subject to mutually agreed-upon clarifications and changes.

Section 7 – Inspection and Acceptance:

Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater will be observed. All service entrances will be accounted for and be unobstructed (If applicable). CIPP Liner in some circumstances may have visual inconsistencies including but not limited to wrinkles, bumps, coating blistering due to the shape and variation of the surface of the existing piping. These inconsistencies are inherent to the process and do not detract from the performance of the pipe in any way.

Please do not hesitate to contact me if you should have any questions or comments in regards to this proposal.

Respectfully Submitted,



Jonathan M. Raymer P.E. | General Manager | **FEDERAL EC LLC**
504 Allatoona Hills Drive | Woodstock, GA 30189
Ph: 770.616.7523 | <http://www.federalec.com>
jraymer@federalec.com



CONTRACT AGREEMENT
RFP #21-236
ON CALL PROFESSIONAL SERVICES – STORMWATER PIPE LINING SERVICES

This Agreement made and entered into this 1 day of October, in the year 2021; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Federal EC, LLC. ("Contractor"), 504 Allatoona Hills Drive, Woodstock, GA 30189.

WHEREAS, the City hereby contracts with Federal EC, LLC for the furnishing of professional services in connection with the Project, for the furnishing of such services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Contractor represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Contractor" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Proposals #21-236 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Contractor is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the RFP #21-236; and

WHEREAS, the Contractor submitted a response to the RFP# 21-236 and the Contractor's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated August 24, 2021.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- **City:** The City of Johns Creek.
- **Contractor:** The individual or corporation identified on page 1 to labor, materials, and equipment to perform pipe lining construction services.
- **Contract Documents:** Those documents so identified in the Agreement for the Project, including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise

specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- **Contract Sum:** The total amount payable by City to Contractor for performance of the Work in accordance with the Contract Documents.
- **Contract Time:** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- **Professional Services:** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Contractor under this Agreement together and any awarded project Task Order's with such other services as City may require pursuant to the terms of this Agreement.
- **Project Manager:** The person employed by City and designated to act as the City's representative for the Project.
- **Scope of Services:** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings: If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure: If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.