

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC. FOR FC-4918B, GEOTECHNICAL, ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR SERVICES IN SUPPORT OF VARIOUS PROJECTS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

Review List:

Jo Ann Macrina	Completed	11/18/2013 10:37 AM
Pamela Holmes	Completed	11/18/2013 10:45 AM
Procurement	Completed	11/18/2013 11:51 AM
Adam Smith	Completed	11/18/2013 3:54 PM
Patrick McShane	Completed	11/18/2013 5:43 PM
Mayor's Office	Completed	11/19/2013 11:06 AM
Office of Research and Policy Analysis	Completed	11/19/2013 11:37 AM
City Utilities Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC. FOR FC-4918B, GEOTECHNICAL, ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR SERVICES IN SUPPORT OF VARIOUS PROJECTS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) authorized FC-4918B, Geotechnical Environmental Engineering, Testing & Investigation Services (“Agreement”) with United Consulting, Inc., on behalf of Departments of Planning and Community Development, Public Works, and Parks, Recreation and Cultural Affairs, pursuant to 09-R-1708; and

WHEREAS, the term of the Agreement is for three (3) years with two (2) one (1) year renewal options to be exercised at the City’s sole discretion effective April 1, 2010 through March 31, 2013; and

WHEREAS, the City authorized Amendment No. 1 of the Agreement to add the Department of Watershed Management (“DWM”) as an additional authorized user of services, pursuant to Resolution No. 12-R-0293; and

WHEREAS, the City authorized Renewal No. 1 of the Agreement with a term of April 1, 2013 through March 31, 2014, pursuant to Resolution 12-R-1760; and

WHEREAS, the DWM requires professional geotechnical, environmental engineering, testing and investigation services under the Agreement to support various projects, specifically including services needed to supplement certain projects that are designed by City design and engineering staff; and

WHEREAS, the Commissioner of the DWM and the Chief Procurement Officer recommend issuing a Task Order for certain professional geotechnical environmental engineering, testing and investigation services in support of various DWM projects to United Consulting, Inc. in an amount not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to issue a Task Order to United Consulting, Inc. for FC-4918B, Geotechnical, Environmental Engineering, Testing & Investigation Services in support of various DWM projects in an amount not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00); and

AND FINALLY BE IT RESOLVED, that all contracted work will be charged to and paid from Fund Department Organization and Account Number 5052 (Water & Wastewater R&E Fund) 171002 (DWM Sewer Linear Maintenance/Repair) 5212001 (Consulting) 4330000 (Sewage Collection and Distribution) and Project Task Award Expenditure and Account Number 17102445 (Sewer Group 2 Rehabilitation) 104 (Geo-Tech. Services) 505221391 (Water & Wastewater R&E Fund) 5212001 (Consulting) COA.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Maisha L. Wood

Contact Number: 404-546-3625

Originating Department: Watershed Management

Committee of Purview: City Utilities

Chief of Staff Deadline: November 8, 2013

Anticipated Committee Meeting Date: November 26, 2013

Anticipated Full Council Date: December 2, 2013

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements) n/a

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC., FOR FC-4918B CONTRACT FOR GEOTECHNICAL ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES, FOR VARIOUS PROJECTS, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) (\$500,000.00)

Mayor's Staff Only

Received by CPO: _____ (date)

Received by LC from CPO: _____ (date)

Received by Mayor's Office: [Signature] 11-8-13 (date)

Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC., FOR 4918B CONTRACT FOR GEOTECHNICAL ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES FOR VARIOUS PROJECTS, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5052 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

Council Meeting Date: December 2, 2013

Requesting Dept.: Watershed Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to request the Mayor to issue a Task Order to United Consulting, Inc for FC-4918-B, Geotechnical, Environmental Engineering, Testing, and Investigation Services, on behalf of the Department of Watershed Management, in an amount not to exceed \$500,000.

2. Please provide background information regarding this legislation.

These services are intended to support projects that are designed in-house without the use of outside design services. The projects may arise from Operations, Sewer Rehabilitation, Emergencies, or various similar internal sources. These projects typically involve sewer realignments and extensions and are time sensitive. The time required for each project to go through the legislative process individually could be potentially detrimental to the project schedule. This Task Order is needed to provide the Department with the ability to issue Work Authorizations for these projects and avoid those schedule impacts.

3. If Applicable/Known:

(a) **Contract Type: Professional Services**

(b) **Source Selection: Sealed RFP**

(c) **Bids/Proposals Due: N/A**

- (d) Invitations Issued: N/A
- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract:

4. Fund Account Center (Ex. Name and number):

FDOA: 5052 (DWM RNE 9999), 171002 (DWM Sewer Linear Maint/Repair), 5212001 (Consulting), 4330000 (Sewage Collection and Dis), 102445 (Sewer Group 2 Rehabilitation), 21391 (DWM RNE 9999)

PATEO: 17102445 (Sewer Group 2 Rehabilitation), 104 (Geo-Tech. Services), 505221391 (DWM RNE 9999), 5212001 (Consulting), COA

5. Source of Funds: 5052 (DWM RNE 9999)

7. Fiscal Impact: Legislation will result in a reduction in an amount not to exceed \$ 500,000.

FDOA: 5052 (DWM RNE 9999), 171002 (DWM Sewer Linear Maint/Repair), 5212001 (Consulting), 4330000 (Sewage Collection and Dis), 102445 (Sewer Group 2 Rehabilitation), 21391 (DWM RNE 9999)

PATEO: 17102445 (Sewer Group 2 Rehabilitation), 104 (Geo-Tech. Services), 505221391 (DWM RNE 9999), 5212001 (Consulting), COA

7. Method of Cost Recovery: N/A

Examples:

- a. **Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.**
- b. **Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.**

This Legislative Request Form Was Prepared By: Yunior Galardy



Kasim Reed
MAYOR

CITY OF ATLANTA
DEPARTMENT OF WATERSHED MANAGEMENT
72 Marietta Street, N.W.
ATLANTA, GEORGIA 30303

Jo Ann J. Macrina, PE
COMMISSIONER

MEMORANDUM

To: Adam L. Smith, Chief Procurement Officer
Department of Procurement

From: Jo Ann J. Macrina, PE, Commissioner
Department of Watershed Management

Cc: Eric Glover, Deputy Commissioner
Paula Days, Director
Karen Schroeder, Project Manager
Keith Brooks, Deputy Chief Procurement Officer
Delmarie Griffin, Contract Administrator, Sr.
Jill Watkins, Contracting Officer
Maisha Land-Wood, Legislative Manager
Cynthia L. Lunn, Watershed Procurement Manager

Date: October 30, 2013

Re: Legislative Request for FC-4918B, Geotechnical, Environmental Engineering, Testing and Investigation Services Blanket Task Order
Contractor: United Consulting, Inc.

Please prepare the appropriate Legislative Summary for Cycle 21 (December 2, 2013) to approve the above referenced services, in an amount not to exceed Five hundred Thousand Dollars and No Cents (\$500,000.00).

These services shall be charged to and paid from:

FDOA: 5052 (DWM RNE 9999), 171002 (DWM Sewer Linear Maint/Repair), 5212001 (Consulting), 4330000 (Sewage Collection and Dis), 102445 (Sewer Group 2 Rehabilitation), 21391 (DWM RNE 9999)

PATEO: 17102445 (Sewer Group 2 Rehabilitation), 104 (Geo-Tech. Services), 505221391 (DWM RNE 9999), 5212001 (Consulting), COA

Requisition No. **21325031** is included with this submission.

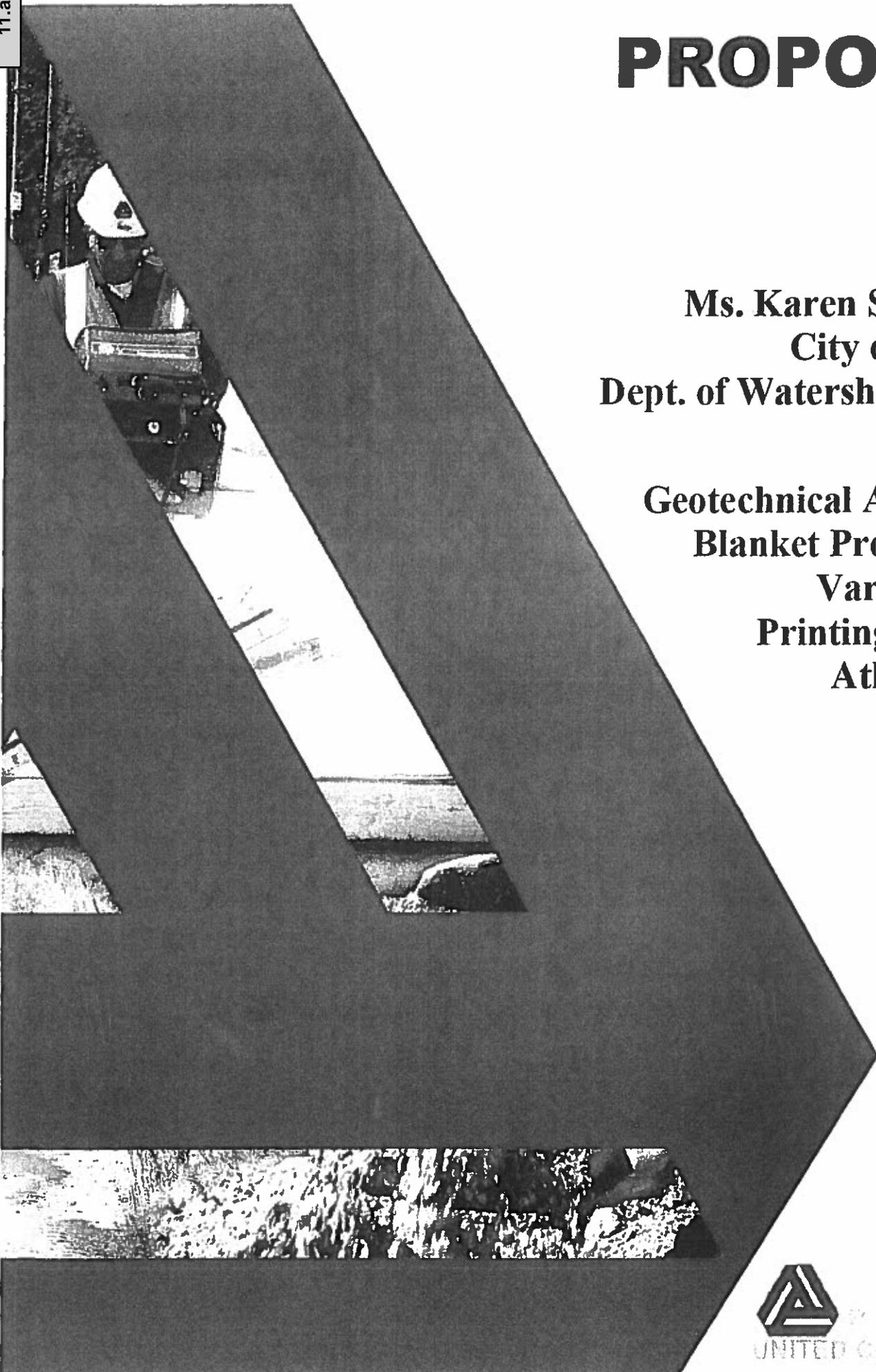
If you have any additional questions, please contact Cynthia Lunn, Watershed Procurement Manager, at (404) 546-3626.

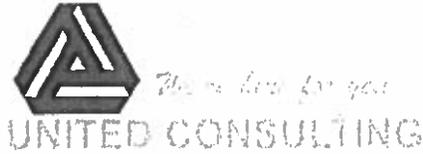
PROPOSAL

for

**Ms. Karen Schroeder
City of Atlanta
Dept. of Watershed Mgmt.**

**Geotechnical Assistance
Blanket Proposal for
Various Sites
Printing Express
Atlanta, GA**





October 29, 2013

Ms. Karen Schroeder
City of Atlanta – Department of Watershed Management
72 Marietta Street, NW
5th Floor
Atlanta, GA 30303

Via Email: kschroeder@atlanta.ga.gov

RE: Revised Proposal for Geotechnical Assistance
Blanket Proposal for Various Sites
Atlanta, Georgia
Proposal No.: 2013.4018.01R

Dear Ms. Schroeder:

United Consulting appreciates the trust you and the **Department of Watershed Management** place in us. We look forward to assisting you during future land disturbance and subsurface investigation at various locations throughout the city of Atlanta. This proposal is based on our services for multiple sites and drilling up to about 7,500 linear feet of standard penetration test borings and about 1,500 straight auger borings and conducting various laboratory services. The actual work will be done on a unit rate basis in accordance with our annual contract with the City of Atlanta.

SCOPE OF WORK

We understand that you may need geotechnical services from time to time during land disturbance and construction activities on various projects. United Consulting can typically provide the appropriate personnel within three to five business days of your request. This is the time required by law to allow for utility clearing activities.

COMPENSATION

We would suggest that you establish a budget of \$500,000.00. Actual compensation will be in accordance with our demand services contract FC-4918B. We have attached a spreadsheet showing how this budget was arrived.

Thank you again for the opportunity to submit this proposal. We look forward to assisting you. If you have any questions, please contact us at your convenience.

Sincerely,

UNITED CONSULTING



Mehdi Moazzami, P.E.
Senior Engineer



Chris L. Roberds, P.G.
Senior Executive Vice President

MM/CLR/ca

h:\market\proposal\2013\2013.4018.01R.doc

ACCEPTED BY: _____

PRINT NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

RE: Proposal for Geotechnical Assistance
Blanket Proposal for Various Sites
Atlanta, Georgia
Proposal No.: 2013.4018.01R



GEOTECHNICAL INVESTIGATION WORKSHEET

CLIENT: City of Atlanta DATE: 10/29/2013
 PROJECT: Various Projects
 PROJECT NO: 2013 4018 01

FIELD	UNITS	NO UNITS	UNIT RATE	SUB TOTAL
Mobilization, All Terrain Tracked Vehicle (Part 1, I 1.0b)	l.s.	50	400	20000.00
Difficult Moving (Part I, I 10.0)	hours	50	135	6750.00
Standard Test Boring (Part I, I 2.0 b)	l.f	7500	0.25	69375.00
Auger Boring (Part I, I 2.0c)	l.f	1500	6.5	9750.00
Shelby Tubes (Part I, I 6.0)	each	150	57.5	8625.00
Back Filling borehole with Soil (Part I, I 9.0b)	each	350	5	1750.00
Traffic Control (Part II, Personnel Note) Cost + 10%	day	50	1320	66000.00
Patching with Asphalt (Part I, I 9.0c)	each	100	20	2000.00
Site Restoration Material (Grass Seed and Pine Straw)	l.s.	35	500	17500.00
			Sub Total	\$201,750.00

FIELD	UNITS	NO UNITS	UNIT RATE	SUB TOTAL
Field Engineer (Part II, Personnel 6.0)	hours	1200	75	90000.00
Technician (Part II, Personnel 7.0)	hours	400	40	16000.00
Vehicle (Part II, Transportation and Expense 5.0)	per day	150	35	5250.00
			SubTotal	\$111,250.00

LABORATORY				
Visual Classification ASTM D2488 (Part I, III A 5 c)	each	1800	5	9000.00
Natural Moisture Con (Part I, III A 5.0b)	each	300	4	1200.00
Saw Shelby Tube and Extraction (Part I, III A 1)	each	150	10	1500.00
Grain Size	each	150	35	5250.00
Std. Proctor Compaction ASTM D698 (Part I, III.A.3 a)	each	20	85	1700.00
Mod. Proctor (Method A)	each	10	97.5	975.00
Unit wt+Nat. moisture (Part I, III.A.5.a)	each	5	25	125.00
			SubTotal	\$19,750.00

ANALYSIS/REPORT				
Staff Engineer (Part II, Personnel 6.0)	hours	800	75	60000.00
Laboratory Manager (Part II, Personnel 10.0)	hours	150	55	8250.00
Professional Engineer (Part II, Personnel 3.0)	hours	600	85	51000.00
Senior Engineer (Part II, Personnel 2.0)	hours	450	90	40500.00
Administrative Assistant (Part II, Personnel 27.0)	hours	250	30	7500.00
			SubTotal	\$167,280.00
			TOTAL	\$500,000.00

TERMS AND CONDITIONS

1 SERVICES

The services provided by our company are intended for the sole benefit and use of Client, and no third party beneficiaries are contemplated. Any use of or reliance upon any information provided by our company, by a party other than the Client, shall be solely at the risk of said third party and without legal recourse against our company, or any person or entity affiliated with our company. Any subsequent user shall be expressly notified of this condition before being provided with our work product and our company shall receive advance notice of said use. Client shall indemnify our company for any damages or liability resulting, directly or indirectly, from the unauthorized use of our information or work product. In providing said services, our company will act in the capacity of an independent consultant.

2 WARRANTY AND LIABILITY

A. Standard of Care - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. Scope of Work - Our company will not be obligated to perform services not authorized in a contract or work order. In the event that any additional, expanded or supplemental work is performed by our company, or in the event that the work performed by our company extends beyond the duration originally contemplated in the initial contract or work order, Client agrees that said work shall have conveyed a material benefit upon Client and that Client shall therefore be obligated to provide appropriate compensation to our company for such work. This latter condition shall apply even in circumstances in which such work has been performed without written authorization but with the knowledge, express or implied, of Client.

C. Limitations of Liability - It is agreed that Client will limit any and all liability for any damage resulting from or in any way related to the services under this Agreement from any cause or causes (which causes include but are not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, expressed or implied, of the Consultant or the Consultant's officers, directors, employees, agents and subconsultants) to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater, notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Client's written request at the time of acceptance of this proposal provided that Client agrees to pay an additional consideration. The additional charge for the higher liability limits is because of the greater risk assumed. After appropriate evaluation, Client agrees that the limitations set forth in this paragraph are reasonable in light of the nature of the work to be performed by our company, the consequent risks to our company and the compensation to be provided for our company's services.

Under no circumstances shall the Consultant be liable to Client or those claiming by or through Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This paragraph is intended solely to limit the remedies available to the Client and those claiming by or through Client. Nothing in this paragraph shall require the Client to indemnify the Consultant for its liability to third persons not claiming by or through the Client for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consultant, its agent or employees, or Consultant's indemnitee.

D. Indemnity - The Client agrees to defend, indemnify, and hold our company harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by our company's performance of service hereunder and/or performance of any of our company's employees and agents, except for injury or loss caused by the negligence or willful misconduct of our company and/or any of its employees and agents.

E. Claims - The parties agree to attempt to resolve any dispute without resort to litigation. In the event that Client makes a claim against our company and/or any of its employees and agents, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client fails to prove such claim, then the Client shall

pay all costs incurred by our company and/or any of its employees and agents in defending against the claim. Such costs include, but are not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses. Notwithstanding anything to the contrary in any written agreement or work order, Client agrees that our company shall not be required to submit to binding arbitration in any forum. However, our company may require that any dispute be submitted to mediation of a type to be negotiated in good faith between the parties. The costs of such mediation shall be shared equally between Client and our company.

F. Environmental Liability - Client agrees, to the maximum extent permitted by law, to defend, hold harmless and indemnify our company from any claims, liabilities or judgments relating to toxic or hazardous substances, except to the extent that said claims, liabilities and judgments shall be determined to be attributable to our company's sole negligence or willful misconduct. This indemnification clause shall apply, without limitation, to claims involving:

- Our company's management or handling of toxic or hazardous substances;
- Our company's alleged violation of Federal, State or Local statutes or regulations pertaining to toxic or hazardous substances;
- Allegations that our company's operations for Client are covered by the Resource Conservation and Recovery Act of 1976 as amended (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (CERCLA);
- Any third party suit or claim for personal injury or property damage arising from exposure to or release of toxic or hazardous substances from the project site;
- Any toxic or hazardous substance or waste existing on a portion of a work site not investigated or sampled by our company.

3 INSURANCE

Our company agrees to maintain statutory workers' compensation coverage, employer's liability, general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties. No insurance coverage shall be maintained or provided by our company for projects involving single-family residences. Our company shall not be required to add Client as an additional insured under our Professional Liability policy.

4 NON-SUPERVISORY CAPACITY

Our company shall not have any duty or authority to direct, supervise or oversee any Client personnel, contractors or subcontractors. Consultant's presence shall not relieve other parties of their responsibilities. Our company shall not be liable for failure of Client or contractors to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend our company against any claims arising out of such failures. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

5 PROTECTION OF PROPERTY

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished to us or which were mislocated by a subsurface utility owner or a utility location service. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.



- 6. GOVERNMENT PERMISSION; PROTECTED SPECIES**
It shall be the responsibility of the client to obtain any governmental clearances, approvals or permissions relating to the clearing or grading of a site, or any work to be performed by our company at a site. Our company shall not be responsible for any damages or liabilities arising from failure to obtain such clearances, approvals or permissions. Our company shall not be responsible for any damage to protected animal or plant species located at a work site.
- 7. RIGHT OF ENTRY**
Unless otherwise specified, the Client will furnish our authorized representative and their equipment the right-of-entry to the job site to perform the work. Reasonable precautions will be taken to minimize damage to the land from use of our equipment. If the Client desires us to restore the land, the cost will be added to the fee. Client shall be responsible for any damages or liabilities, including appropriate legal fees, arising from failure to provide an adequate right-of-entry prior to commencement of our services.
- 8. FIELD MONITORING AND TESTING**
Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The Client further agrees that our company is not responsible for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials or assumes any responsibility or liability for placing or directing placement of materials. Our company shall not be responsible for work to be performed at or in relation to the work site without the presence and participation of one of our representatives.
- 9. UNFORESEEN CONDITIONS**
Our company is not responsible for any conditions at the work site which were either different in some way from sample conditions, or were not reflective of a different sampling or evaluation time period. In the event that unforeseen conditions are encountered at a site which could significantly alter the scope and nature of our services, or increase the risk involved in providing such services, our company will attempt to promptly consult with client concerning the best course of action. Possible actions might include modifications to the Scope of Services or unilateral termination of the contract by our company. Our company will exercise its sole judgment where risks to our personnel are a consideration.
- 10. SAMPLING OR TEST LOCATION**
Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations, described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the locations specified.
- 11. SAMPLE DISPOSAL**
Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.
- 12. HAZARDOUS SUBSTANCES**
Client agrees to advise us prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment upon request.
- 13. MOLD AND WATER INFILTRATION**
Our company shall not be responsible for any mold, mold-related or water infiltration matters, including any health or safety issues arising therefrom, except to the extent specifically and expressly set forth in the Scope of Services. Under no circumstances shall our company's mere presence at or involvement with a work site imply a responsibility for mold or water infiltration issues. Our company makes no warranties or guarantees as to the detection or assessment of mold, water infiltration or any health and safety issues arising therefrom. Client understands and acknowledges that any data or assessment relating to mold or water infiltration shall only be valid as to the specific time(s) and location(s) referenced in our company's work product and that conditions may vary widely between times and locations.
- 14. CLIENT DISCLOSURE AND RESPONSIBILITY**
Client agrees that our company has no responsibility, operational or otherwise, for a site at which hazardous substances or conditions are to be found. It is the sole responsibility of Client to disclose such substances or conditions to the appropriate Federal, State or Local public agency as required by law, and to make any other disclosures that may be necessary to prevent damage to human health, safety or the environment. Client agrees to make any such required disclosures in a timely manner.
- 15. TERMINATION**
In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as are necessary to place our files in order, to cease work in a safe and orderly fashion, and to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed 30% of all charges incurred to the date of the stoppage of work may, at our discretion, be made.
- 16. DOCUMENTS**
All documents generated by our company pursuant to this contract shall remain the property of our company and shall not be shared with or distributed to third parties without the prior authorization of our company. Any third parties who use or rely upon such documents without prior authorization shall do so at their own risk and without liability to our company. Any authorization by our company for the use of our documents by a third party shall be expressly contingent upon the third party being bound by the same Terms and Conditions as Client. Our company may retain confidential file copies of all documents furnished to Client.
- 17. INFORMATION FURNISHED BY CLIENT**
Client will supply our company with all information in Client's possession which may be necessary for the successful completion of the project. Our company may rely upon such information in completing its services under this agreement, but assumes no responsibility or liability for the accuracy of the information. Our company may retain copies of the client-supplied information in its files in order to support its report.
- 18. OPINION OF COST**
All cost estimates supplied by our company in connection with potential environmental, geotechnical, construction-related or other work should be viewed as informal and nonbinding in nature. Such estimates will be based on the experience of our company in dealing with similar work and are intended only to give an approximate idea of the scale and scope of the potential work. Actual costs may vary widely between projects.
- 19. TESTIMONY AND DISCOVERY**
In the event that our company is required to provide testimony at a deposition, hearing or trial as a result of services provided to Client, or is compelled by law to provide information as part of the discovery process, and our company is not a party to the relevant claim or action, Client shall compensate our company for all reasonable expenses involved in the provision of such testimony or information. If our company is required to respond to a discovery request or subpoena relating, directly or indirectly, to our work for Client, our company shall be compensated therefore at our regular hourly rates for this type of response.
- 20. PRIORITY OVER OTHER DOCUMENTS**
Client agrees that the present Terms and Conditions take precedence over any form of writings signed by the parties, including purchase orders, contracts, and work orders. Both client and our company acknowledge that such forms may be issued as a matter of convenience without superseding or affecting the applicability of these terms and conditions. Any ambiguity or conflict, actual or apparent, between these Terms and Conditions and any writing signed by or submitted to our company shall be resolved in favor of our Terms and Conditions.
- 21. SURVIVAL**
All Terms and Conditions relating in any way to indemnification or the allocation of responsibility between the parties shall survive the completion of our company's services and the termination of this agreement.



22. SEVERABILITY

If any provision of this contract is found to be legally unenforceable, the remaining provisions shall remain in full force and effect.

23. ASSIGNABILITY

This agreement may not be assigned by either party without the express permission of the other party.

24. CONSIDERATION

Our company's charges for services rendered are hereby adjusted to reflect any consideration due to Client and Client hereby recognizes this adjustment.

25. INTEGRATION

This contract, and all exhibits and supplemental documents attached hereto, constitute the entire agreement between the parties. This agreement cannot be changed except in writing with the consent of both Client and our company.

26. GOVERNING LAW

This agreement shall be governed in all respects by the laws of the State of Georgia without reference to conflict of law provisions.

h:\market\Fees & terms\2013 Term & conditions doc





Outreach

United Consulting is committed to supporting our community and those causes that are personal to our employees through monetary contributions, gratis services, and employee volunteers. United Consulting has been fortunate enough to be able to lend a helping hand to organizations for many years, both locally and internationally.



King Papers, The Community Foundation for Greater Atlanta, Inc.



Habitat for Humanity - Gwinnett



American Diabetes Association



100 Black Men of America - Atlanta Chapter

Georgia Tech Foundation

American Red Cross

The Atlanta Two-Day Walk for Breast Cancer

The Dream House for Medically Fragile Children

The Tree House Gang - DeKalb Medical Center

Atlanta Food Bank - Atlanta, Georgia

U.S. Marine Corps Reserve Toys for Tots Program

Save the Children

The Salvation Army Angel Tree

Atlanta Union Mission

Hosea's Feed the Hungry & Homeless

Atlanta Commission on Women

Cookies for our Troops - Girl Scouts of America

Friends of DeKalb

Habitat for Humanity

Hope for Children

Cystic Fibrosis Foundation

Lance Armstrong Foundation

Special Olympics of Georgia

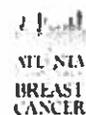
Greening Youth Foundation

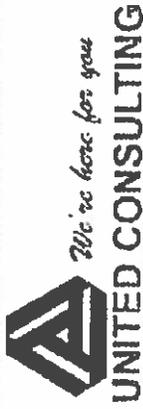
ACEC of Georgia

Children's Healthcare of Atlanta

American Cancer Society - Susan B. Komen

Heifer International





Bringing Solutions to your Project

Geotechnical Services

Subsurface Soil Investigations
 Geologic Investigations
 Hydrogeologic Assessments
 Foundation Investigations
 Rock Stability Analysis
 Rock Anchor/Bolt Design
 Dam Investigations/Design
 Dam Breach Analysis
 Pile/Caisson/Foundation Load
 Test/Design/Analysis/Construction
 Monitoring
 Slope Stability Analysis
 Tunnel Design
 Soil Nailing Design
 Value Engineering
 Failure Investigations
 Pavement Evaluation/Design
 Bridge Foundation Investigations
 Retaining Wall Foundation
 Investigations
 MSE Wall Design
 Air-Track or Hydraulic Drilling Moni-
 toring Prior to Blasting
 Pressurimeter/Dilatometer/
 Diezocone Testing
 Various Instrumentation Monitoring

Environmental Services

Phase I - Site Assessments
 Phase II - Contamination Assessments
 Brownfields Assessment
 Brownfields Remediation
 Corrective Action Plans
 Asbestos, Lead-Based Paint, & Mold
 Consulting Services
 Underground Storage Tanks
 Indoor / Outdoor Air Quality
 Assessment & Analysis
 Industrial Hygiene Services
 Groundwater / Surface Water
 Modeling & Analysis
 Pumping Tests
 Landfill Services
 Health & Safety Services
 Plume Dispersion Modeling
 Title V and 112(r)
 Emission Control Systems
 NPDES (National Pollution Discharge
 Elimination System)

Subsurface Utility Engineering

Quality Levels A, B, C, D
 Ground Penetrating Radar
 SUE Surveying / Surface Geophysics

Geophysical Services

Geologic Mapping
 Pre- and Post- Construction
 Surveys
 Seismic Refraction Surveys &
 Reflection Surveys
 Vibration Monitoring
 Earth Resistivity
 Geophysical Instrumentation
 Downhole Surveys
 Review of Blasting Programs
 Earthquake Risk Assessment
 Shear Wave Analysis

Inspection Services

Property Condition Survey
 Replacement & Reserve Analysis
 Repair Cost Estimates
 Visual Documentation
 Plan & Spec Review
 Construction Draw Inspections
 Contract Administration
 Pre-acquisition Survey
 Construction Monitoring
 Alternatives Evaluation
 Roof System Inspection

Materials Testing

Complete Mortar & Masonry Testing
 In-place Density Testing
 Foundation Testing
 Asphalt/Concrete Testing & Batch
 Plant Inspections
 Magnetic Particle, Ultrasonic, &
 Radiographic Testing
 Special Inspections
 Failure Investigations
 Monitoring Post-Tension Operations
 Floor Flatness and Levelness
 Determinations (Dipstick)
 Moisture Testing
 Fire Proofing Testing
 - Portland Based Cement
 - Gypsum Based Cementitious
 Spray
 - Cellulose Insulation

Ecological Services

Streambank Remediation
 Wetlands Services
 Permitting Planning
 Mitigation Planning
 Wildlife Management
 NEPA
 Section 106



Kasim Reed
MAYOR

CITY OF ATLANTA

Jo Ann J. Macrina, PE
COMMISSIONER

DEPARTMENT OF WATERSHED MANAGEMENT
55 TRINITY AVENUE SW, SUITE 5400, SOUTH BLDG.
ATLANTA, GEORGIA 30303-3544
OFFICE 404 330-6081 FAX 404 658-7194

MEMORANDUM

To: Michael Geisler, Deputy Commissioner, Office of Financial Administration
Department of Watershed Management

From: *EJD* Eric Glover, P.E., Deputy Commissioner, Office of Engineering Services
Department of Watershed Management

Date: October 29, 2013

Subject: FC-4918-B, Geotechnical, Environmental Engineering, Testing and Investigation Services/
Request for Blanket Task Order in an amount not to exceed \$500,000.00.
Cycle 21/ Full Council Date of December 2, 2013

The purpose of this legislation is to request the Mayor to issue a Task Order to United Consulting, Inc for FC-4918-B, Geotechnical, Environmental Engineering, Testing, and Investigation Services, on behalf of the Department of Watershed Management, in an amount not to exceed \$500,000.00.

The following accounts will fund this Task Order:

FDOA: 5052 (DWM RNE 9999), 171002 (DWM Sewer Linear Maint/Repair), 5212001 (Consulting),
4330000 (Sewage Collection and Dis), 102445 (Sewer Group 2 Rehabilitation), 21391 (DWM RNE
9999)

PTAEO: 17102445 (Sewer Group 2 Rehabilitation), 104 (Geo-Tech. Services), 505221391 (DWM RNE
9999), 5212001 (Consulting), COA

If you have any questions or need any additional information, please feel free to call COA Project Manager Karen Schroeder at 404-546-1153 or Kschroeder@atlantaga.gov.

Thank you for your assistance with this matter.

Attachments

CC: Karen Schroeder, DWM
Paula E. Days, DWM
Cynthia Lunn, DWM
Demetris Johnson, DWM
Kenya R. Hartry, DWM

Checkout: Review and Submit Requisition

Requisition 21325031: Total 500,000.00 USD

Created By Lunn, Cynthia
 Creation Date 22-Oct-2013 13:39:05
 Description FC-4918B, Geotechnical, Environmental Engineering, Testing and Investigation Services Blanket Task Order
 Justification REVISE REQUESTED AMOUNT

Requisition Attachments
 File Name No results found. Type Description Category Last Updated By Last Updated Usage Update Delete Publish to Catalog

Lines

Details Line	Description	Category	Last Updated By	Last Updated	Usage	Update	Delete	Publish to Catalog
Hide 1	FC-4918B, Geotechnical, Environmental Engineering, Testing and Investigation Services Blanket Task Order							
	Requester Lunn, Cynthia							
	Need-By Date 31-Dec-2013 13:28:53							
	Item Number							
	Category Description CONSULTING SERVICES							
	P-Card Used No							
	Taxable No							

Billing Information

Charge Account	Project Number	Task Number	Award Number	Expenditure Type	Expenditure Organization	Expenditure Item Date	Expenditure Percent	Legacy FAC	Legacy GL
5052.171002.5212001.4330000.102445.21391.0000.00000000.00000000	17102445	104	505221391	5212001	City of Atlanta	30-Oct-2013	100		
				Consulting/Prof Serv					
Total								500,000.00	

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**DEPARTMENT OF PROCUREMENT
LEGISLATION SUMMARY**

FC-4918B, Geotechnical Environmental Engineering Testing and Investigation Services

TO: City Utilities Committee

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC., FOR FC-4918B CONTRACT FOR GEOTECHNICAL ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES, FOR VARIOUS PROJECTS, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

COMMITTEE MEETING

DATE: November 26, 2013

COUNCIL MEETING

DATE: December 2, 2013

LEGISLATION TITLE:

FC-4918B Contract For Geotechnical Environmental Engineering, Testing & Investigation Services, For Various DWM Projects

REQUESTING DEPT.:

Watershed Management

CONTRACT TYPE:

Professional Services, RFP

ADVERTISEMENT:

March 23, 2009

PROPOSALS DUE:

April 22, 2009

INVITATIONS MAILED:

147

**PROPOSALS
RECEIVED:**

7

BIDDERS/PROPOSERS:

United Consulting, Inc.
Mactec Engineering and Consulting, Inc.
ECS Southeast, LLC
Geo-Hydro Engineers, Inc.

Professional Services, Industries, Inc.
 ATC Associates, Inc./C.E.R.M., Inc. a JV
 Terracon Consultants, Inc.

Contractor: United Consulting, Inc.

Estimated Value: \$ 500,000.00

Scope Summary: United Consulting, Inc. will provide geotechnical, environmental engineering, testing and investigation services on behalf of the Department of Watershed Management. These services will be provided for projects that may arise from Operations, Sewer Rehabilitation, Emergencies, or various similar internal sources. Projects may include sewer realignments and extensions that warrant immediate and/or emergency assistance.

BACKGROUND: Original executed on April 1, 2010, expired on March 31, 2013.

Amendment Agreement No. 1 will amend the scope of services to add the Department of Watershed Management as an additional authorized user of services.

Renewal Agreement No.1 extended the current Agreement one additional year for time only. Renewal Agreement No. 1 effective term April 1, 2013 to March 31, 2014.

EVALUATION TEAM COMPOSITION: DPW, DPRCA, DOA, OGE, OCC, and RISK MANAGEMENT

TERM OF CONTRACT: Three (3) years with an option to renew for two (2) one (1) year periods.

FUND ACCOUNT CENTERS: 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA

PREPARED BY: Jill Watkins

CONTACT NUMBER: 404-865-8703


[Home](#)
UNITED CONSULTING GROUP, LTD. Control Number: K001036
[Main](#) [Reports](#) [Officers](#) [Filing History](#)
Entity Info
Entity Id 793751

Key Indicators
Model Type Corporation

Locale Domestic

Qualifier For-Profit

Business Name UNITED CONSULTING GROUP, LTD.

Registration Date 1/18/1990

Entity Status Active/Compliance

Entity Status Date 8/26/2013

Foreign Name
Date of Organization
State Georgia

Country
Principal Office Address
PRINCIPAL
Line1 625 HOLCOMB BRIDGE RD

Line2
City NORCROSS **State** Georgia **Zip** 30071-2045

Agent
Is non-commercial Registered Agent? Yes

Name REZA ABREE

Address
Line1 625 HOLCOMB BRIDGE RD.

Line2
City NORCROSS **State** Georgia **Zip** 30071

Email
Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
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No Miscellaneous Filings were found.

Search Results

Current Search Terms: united* consulting* Inc.*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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Search Results

Current Search Terms: united* consulting* Group*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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SAM | System for Award Management 1.0

IBM v1.1278.70131018-1401

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



First Reading

2nd 1st & 2nd 3rd
FINAL COUNCIL ACTION
Readings
 Consent V Vote RC Vote

Committee _____
 Date _____
 Chair _____
 Referred To _____

CERTIFIED

MAYOR'S ACTION

Committee	Committee
Date	Date
Chair	Chair
Action	Action
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
POther	Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action	Action
Fav, Adv, Hold (see rev. side)	Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To

A RESOLUTION BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A TASK ORDER TO UNITED CONSULTING, INC., FOR FC-4918B CONTRACT FOR GEOTECHNICAL ENVIRONMENTAL ENGINEERING, TESTING & INVESTIGATION SERVICES, FOR VARIOUS PROJECTS, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 5052 (WATER & WASTEWATER R&E FUND) 171002 (DWM SEWER LINEAR MAINTENANCE/REPAIR) 5212001 (CONSULTING) 4330000 (SEWAGE COLLECTION AND DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ACCOUNT NUMBER 17102445 (SEWER GROUP 2 REHABILITATION) 104 (GEO-TECH. SERVICES) 505221391 (WATER & WASTEWATER R&E FUND) 5212001 (CONSULTING) COA; AND FOR OTHER PURPOSES.

- CONSENT REFER**
- REGULAR REPORT REFER**
- ADVERTISE & REFER**
- 1ST ADOPT 2ND READ & REFER**
- PERSONAL PAPER REFER**

Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____