



March 26, 2026

Brandon Rakestraw – Public Works Director
City of Dallas
Sent via email: brakestraw@dallas-ga.gov

Re: Fee Proposal for Battlefield Trail Phase III - PI 0021219
City of Dallas, GA

Dear Mr. Rakestraw:

The City of Dallas (the “City”) was recently awarded federal Transportation Alternatives funds through the Atlanta Regional Commission (ARC). ARC facilitates and provides an opportunity for local governments to pursue non-traditional transportation related activities such as pedestrian facilities, bicycle facilities, and pedestrian streetscaping projects. The City solicited responsive qualified firms for engineering and design services for the Battlefield Trail Phase III Project. Keck & Wood, Inc. (the “Engineer”) intends to provide the City with professional engineering services for the design of this project.

Scope of Work

Located in Dallas, the project proposes to connect the existing Battlefield Trail to the existing Silver Comet Trail. The project will begin at the Tara Druman Silver Comet Trailhead near Seaboard Avenue and US 278. A pedestrian bridge is proposed to span US 278 at this location. The 10-foot-wide, concrete, roadside shared use path will continue along the north side of US 278 for approximately 1 mile, where it will connect with the existing Battlefield Trail on SR 61 at Chattahoochee Technical College. Our initial scope of services will include survey, concept development, and environmental resource identification. Future additional scope of services will include engineering design / permitting, right-of-way acquisition services (if needed), bidding services, and construction administration services. We anticipate all submissions to GDOT will be submitted through GDOT’s TAP program manager ATLAS. We propose the following scope of services:

Phase 1: Concept Phase

1. Project Team Kick-Off for PE
2. Project Description (PD) and Project Justification Statement (PJS)
 - a. Consultant provides
 - b. GDOT review cycle
3. Environmental Survey boundary (ESB) – Consultant Task
 - a. Consultant provides
 - b. GDOT review cycle
4. Early activities
 - a. Property Owner Access Notification Letter
 - i. Consultant provides
 - ii. GDOT review cycle
 - iii. Letter distributed
 - b. Cultural Resources (CR_106) Notification Letter
 - i. Consultant provides
 - ii. GDOT review cycle

- iii. Consultant distributes approved CR106 ECL to outside entities
 - iv. State Historic Preservation Office (SHPO) issues receipt and number
 - c. Tribal Notification
 - i. Dependent on Office of Environmental Services (OES) History approval of CR106 Notification Letter
 - ii. OES history sends the package to OES Archaeology
 - iii. OES archeology initiates with the Native American Tribes
 - iv. Tribes have a minimum of the 30-day response period
 - v. OES archeology maintains records and provides tribal response information to the Team
 - d. Ecology - Dependent on existing ecological features such as water resources
 - e. National Environmental Protection Act (NEPA) Early Coordination Letter (ECL)
 - i. Consultant to provides
 - ii. GDOT review cycle
 - iii. Consultant distributes to various entities
- 5. Fieldwork
 - a. Land Surveyors
 - b. Archaeologist
 - c. Ecologist
 - d. Historian
- 6. Land Survey Database
 - a. Field data to surveyor's office
 - b. Database creation
 - c. Database to Engineer of Record (EOR)
 - d. EOR approval of the database
- 7. Environmental Resource Identification (RID) survey Reports
 - a. Archeology
 - i. Archeology Short Report (ASR) – if no artifact is found
 - 1. Consultant provides to OES
 - 2. GDOT review cycle
 - ii. If an artifact or recorded site found: Archeology Management Summary (Arch Man Sum) & Archeology Phase 1 Environmental Site Assessment (Ph1 Arch ESA)
 - 1. Consultant provides Arch Man Sum to OES
 - 2. GDOT review cycle
 - 3. Consultant provides Ph 1 Arc ESA to OES
 - 4. GDOT review cycle
 - 5. OES transmits to SHPO
 - 6. SHPO review cycle
 - b. History Resource Survey Report (HRSR)
 - i. Consultant provides to OES
 - ii. GDOT review cycle
 - iii. Transmittal to SHPO
 - iv. SHPO review cycle v. SHPO approval/concurrence
 - c. Ecology Resource Survey Report (ERSR)
 - i. Consultant provides to OES
 - ii. GDOT review cycle

- iii. Transmittal to agency
- 8. Preliminary Bridge Design
 - a. Prepare Bridge Concepts for Bridge over US-278
 - i. Prepare 3 alternatives:
 - b. Prepare Architectural Enhancement Layout for Bridge over US-278
 - i. Option Planning and Discussion Meeting
 - ii. Prepare for and Conduct Design Charrette Workshop with City Staff
 - iii. Conduct Initial Options Development (3 options)
 - iv. Prepare Presentations to the City (2 presentations and options refinement)
 - v. Prepare Draft Renderings
 - vi. Prepare Final Renderings
 - c. Prepare Bridge Conceptual Layout of preferred alternative
- 9. Concept report (CR)
 - a. Consultant provides
 - b. GDOT Review Cycle
 - c. Concept Team Meeting (CTM)
 - d. Consultant provides adjusted per CTM outcome
 - e. OPD transmits to ODPS
 - f. GDOT review cycles
- 10. Phase 1 ENV Site Assessment for Underground Storage Tanks/Hazardous Materials (PH 1 ESA UST/HW)
 - a. This activity would be required if excavation greater than 24 inches occurs or if ROW acquisition is required. See GDOT 5525-1 policy for more information.
 - b. Fieldwork
 - c. Consultant provides to OPD
 - d. OPD transmits to Office of Materials and Testing (OMAT)
 - e. GDOT review cycle
- 11. 1st submission Utility Coordination
 - a. Consultant initiates with providers
 - b. Consultant receives existing utility locations from providers

Compensation

Compensation for work performed shall be according to the hourly not to exceed fee noted for each phase of the project. Once per month during the existence of the contract, the Engineer shall submit to the City and invoice for payment based on the actual work performed for the Project though the invoice period. Should additional services be required, we can provide these services according to our latest standard hourly rate schedule or an agreed upon lump sum. Our proposed fees are as follows:

Phase 1: Concept Phase (Total Hourly Not to Exceed Fee) \$391,630

If you have any questions or need additional information, please call me at (678) 417-4038.

Sincerely,

KECK & WOOD, INC.



Greg Sistrunk, P.E.
Vice President

ACCEPTED by the CITY OF DALLAS

This _____ day of _____, 2026.

By: _____

Title: _____



Ben Morden, P.E.
Project Manager

Attachments:

1. 2026 Standard Hourly Rate Schedule
2. Fee Estimate
3. Terms & Conditions



2026 Hourly Rates Sheet

Keck & Wood provides services based on the hourly rate charges for each skill position as follows:

Hourly Rate	Management	Project Management	Engineering	Engineering	Landscape Architecture	Surveying	Surveying	Business Admin.
\$310	Practice Leader SVP Senior Manager							
\$290	Market Leader VP	Project Director						
\$275	Client Services Leader	Senior Project Manager 3	Chief Engineer		Chief Landscape Architect			
\$260	Submarket Leader AVP	Senior Project Manager 2	Senior Engineer 3		Senior Landscape Architect 3			
\$245	Client Service Manager 2	Senior Project Manager 1	Senior Engineer 2		Senior Landscape Architect 2	3-Man Survey Crew		
\$230	Client Service Manager 1	Project Manager 3	Senior Engineer 1		Senior Landscape Architect 1	Survey Manager 3		
\$215		Project Manager 2	Engineer 3		Landscape Architect 3	Survey Manager 2		
\$200		Project Manager 1	Engineer 2	Traffic Signal Technician 3	Landscape Architect 2	Survey Manager 1		
\$185			Staff Professional 4 Engineer 1	Traffic Signal Technician 2	Landscape Professional 4 Landscape Architect 1	2-Man Survey Crew		
\$170			Staff Professional 3	Traffic Signal Technician 1	Landscape Professional 3	2-Man Mapping Crew		
\$155			Staff Professional 2		Landscape Professional 2			
\$145			Staff Professional 1		Landscape Professional 1			
\$125			CAD Technician 3	Field Technician 3		1-Man Survey Crew	Survey Technician 3	Admin. Manager
\$110			CAD Technician 2	Field Technician 2		1-Man Mapping Crew	Survey Technician 2	Admin. Staff 2
\$95			CAD Technician 1	Field Technician 1			Survey Technician 1	Admin. Staff 1
\$90			Intern		Intern	Intern		

**Dallas Battlefield Trail Phase III - PI 0021219, Dallas, GA
Keck Wood, Inc. Fee Estimate**

		Market Leader	Project Manager 3	Engineer 3	Engineer 1	Staff Professional 1	Direct Sub-consultant	Direct Costs	Total
Task	Hourly Rate	\$290	\$230	\$215	\$185	\$145			
Phase 1: Concept Phase									
1001	Concept Phase Project Coordination / Management, including 16 monthly status meetings	16	64	64					\$33,120
1002	Kickoff Meeting	2	2	2					\$1,470
1003	Site Visit		8		8				\$3,320
1004	Field Survey Database						\$134,921		\$134,921
1005	UST/HW Site Assessment Phase I						\$8,150		\$8,150
1006	Prepare Conceptual Bridge Layouts for 3 alternatives						\$41,665		\$41,665
1007	Prepare Architectural Renderings of 3 draft alternatives, and 1 final of preferred alternative						\$12,375		\$12,375
1008	Environmental Project Management						\$18,197		\$18,197
1009	Archaeology Phase 1 Survey, management summary and Phase I Report						\$43,280		\$43,280
1010	History Survey Report						\$11,242		\$11,242
1011	Ecology field survey, protected species surveys, ERSR, USACE delineation, and agency site						\$31,440		\$31,440
1012	Prepare Cover Sheet, Construction plan sheets for UST Phase I submittal			2		4			\$1,010
1013	Prepare Project Description and Project Justification Statement			2					\$430
1014	Existing Conditions analysis		4	4					\$1,780
1015	Complete Streets Warrant Analysis				2				\$370
1016	Prepare mainline design features chart for existing, proposed, and GDOT policy design policy			2	4				\$1,170
1017	Evaluate needs for Design Variances and Exceptions to Controlling Criteria		4						\$920
1018	Evaluate required right-of-way and easements		2	4	8				\$2,800
1019	Summarize Environmental survey findings for air & noise, archaeology, ecology, and history				4				\$740
1020	Alternatives Analysis			8		16			\$4,040
1021	Prepare/Validate Project Conceptual Layout	8	4	16	32	40			\$18,400
1022	Prepare Typical Sections			2	4	16			\$3,490
1023	Prepare MS4 Post-Construction Stormwater Concept Report				4				\$740
1024	Prepare AASHTOWARE Conceptual Construction Cost Estimate, GDOT revisions to programmed costs template, and liquid asphalt cement adjustments		2	4	4	16			\$4,380
1025	Prepare Preliminary Utility Cost Estimate and utility concept report			4					\$860
1026	Prepare Draft GDOT Concept Report, submit for Sponsor, Atlas, and GDOT review		4	8		20			\$5,540
1027	Concept Team Meeting (Virtual), included presentation preparation		4	4					\$1,780
1028	Modify Concept Report & Layout		2	4	12				\$3,540
1029	Obtain Concept Report Approval from GDOT		2						\$460
Phase 1: Total Manhours		26	102	130	82	112			452
Phase 1: Total Cost		\$7,540	\$23,460	\$27,950	\$15,170	\$16,240	\$301,270	\$0	\$391,630

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions, together with KECK & Wood's Proposal, make up the Agreement between Keck & Wood and you, the Client. *Before countersigning the proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of right between you and KECK & WOOD.*

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal. Any request or directions from the Client that would require extra work or additional time for performance would result in an increase in KECK & WOOD's costs, including expert witness services and unanticipated meetings, will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by the Client in addition to the payment for Basic Services, in accordance with KECK & WOOD's prevailing fee schedule, or as agreed to by KECK & WOOD and Client.

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **STANDARD OF CARE:** KECK & WOOD will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under the same conditions in the same or similar locality. KECK & WOOD makes no warranty, expressed or implied, as to its professional services rendered under this Agreement. You will promptly notify KECK & WOOD with reasonable specificity or any deficiencies or suspected deficiencies in the services of which you become aware, so that KECK & WOOD may take measures to minimize the consequences of such a deficiency. Failure to notify KECK & WOOD shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. The Client acknowledges that the services entail risk or personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. The Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the time and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. KECK & WOOD therefore cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, they will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

3. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

4. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

5. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

6. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

7. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

8. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$1,000,000 limit, and professional liability insurance coverage of not less than \$1,000,000 limit.

9. **AUDIT; ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

10. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

11. **INDEMNIFICATION:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KECK & WOOD, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees, arising out of or in any way connect with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by KECK & WOOD.

12. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$100,000, or the Consultants total fees for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor KECK & WOOD, their respective officers, directors, partners, employees, contracts or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project of to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and KECK & WOOD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

13. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

14. **MISCELLANEOUS:** This Agreement shall be governed by Georgia law. Any legal action between the Client and KECK & WOOD arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Gwinnett County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to the Client, verbal authorization to commence services constitutes the Client's acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any right under or interest in the Agreement without prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form part of the Agreement. Nothing in this Agreement shall be construed to give any right or benefits to third parties. It is intended by the parties to this Agreement that KECK & WOOD's services in connection with the Project shall not subject KECK & WOOD's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing; addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified express or regular US mail.

15. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.