



September 23, 2024

Reginald Anderson
 City Engineer
 City of Lawrenceville
 435 W Pike St.
 Lawrenceville, GA 30046

Re: Proposal for Lightnin Drive
 Extension – PE Design
 W&A Proposal No.: CTSP24015

Dear Mr. Anderson,

W&A Engineering, LLC (W&A) is excited to continue our work with the City of Lawrenceville on this project, and we are pleased to submit this proposal for Professional Services. Our proposed Scope of Services and fees are based on our understanding of your requested scope, our experience with similar projects, and our familiarity with the GDOT and Gwinnett County codes and standards.

Scope of Services

The City of Lawrenceville has requested transportation engineering services to connect Lightnin Drive to Park Access Drive based on W&A’s previously submitted concept layout. The proposed roadway improvements will meet Gwinnett County, GDOT, AASHTO, and MUTCD roadway design standards. The tasks under each phase are provided in further detail in EXHIBIT 1. The Project will be locally sponsored and locally let by the City of Lawrenceville and will not be under the review of GDOT.

Fee Summary

Our proposed fees are based upon the scope of work and tasks outlined in Exhibit 1 and are to be paid on a fixed fee (lump sum) basis unless noted otherwise. Please see below for a summary of fees per phase of work:

Task No.	Fixed Fee Task	Fee
1.0	Utility Coordination	\$7,500
1.4	Utility Relocation Plans	\$8,500
2.0	Preliminary Design	\$29,500
3.0	Final Design and Construction Plans	\$22,500
4.0	Final Plat and ALTA Survey	\$37,400
5.0	Bidding Assistance	\$6,450
6.0	GDOT ROW Coordination	\$8,250
7.0	Permitting Assistance	\$5,500
	Total Fixed Fee Contract Amount	\$125,600

Task No.	Hourly Services Task	Hourly Estimate
8.0	Construction Phase Services	\$30,000
	Total Estimated Hourly Fee Amount	\$30,000

Task No.	Reimbursable Expense	Estimated Expenses
9.0	Mileage	\$500
10.0	Printing Fees	\$900
11.0	NOI Review and Permit Fees	\$3,000
	Total Estimated Reimbursable Fees	\$4,400

We propose to conduct the above referenced tasks, if authorized, for a Total Fee of **\$160,000** performed pursuant to the W&A General Terms and Conditions enclosed herewith and incorporated into this supplemental agreement. Any additional work above and beyond the aforementioned scope of services will be charged on a unit rate basis, unless negotiated under a supplemental agreement.

The unit rates are provided in EXHIBIT 2.

Assumptions and Exclusions

Assumptions:

- W&A will be informed of any additional requirements to be placed on the ALTA survey prior to an authorization to commence work, as said requirements may affect the scope of work and fees.
- W&A assumes that there is a sufficient amount of available record information to adequately determine the location of the boundaries and encumbrances of the subject properties. Additional work resulting from patent or latent boundary ambiguities, or a lack of available records may constitute an additional work effort that is not covered within this Scope of Services.
- The City will provide sufficient site access to access the limits of the project.

Exclusions:

- Topographic survey, boundary survey, tree survey, administrative recombination plat, as-builts, right-of-way platting as a separate document from the final plat, easement platting, construction staking, utility survey, utility locate services, environmental survey, exhibits or documents not specifically included herein, revisions to work completed or underway when due to a change in information or instructions provided to W&A by the City, or due to incorrect information provided from any outside source will be billed as additional services, certificates of compliance.
- Municipal, county, state and/or federal submission, review, and permit fees. The City will pay for these fees within the timeframe required by the reviewing agencies or be billed as a reimbursable expense.
- Plots and prints for plan review, permitting, and copies for the City and/or contractor will be billed as a reimbursable expense.
- Mileage and travel expenses will be billed as reimbursable expenses.
- Any work relative to redesign of the plan due to local, state or federal regulation changes which occur prior to obtaining all necessary plan approvals.
- Design of retaining wall(s) and construction details as required for retaining wall(s) three feet or less in height. For retaining walls greater than three feet in height, Consultant will coordinate the design of the wall(s) with a structural engineer.
- Preparation of off-site traffic improvements outside of the scope already included in this proposal, including, but not limited to the modification of existing traffic signals or the design of any new traffic signal or roadway widening plans.
- Hydrogeological and geotechnical investigations and reports.
- NOI review and permit fees will be billed as a reimbursable expense
- Construction meeting attendance, observation, stakeout, as-built drawings, any transfer of drawings to contractors or third parties outside the scope already included in this proposal.

Schedule

W&A will begin work on this project immediately upon receipt of a signed contract. The estimated design schedule is ten (10) months. The full project schedule will be determined based on the City's schedule and needs and will be finalized following the project kickoff meeting and made available. Changes in the scope, local ordinances, and factors that are outside the control of W&A can influence the project schedule. W&A will promptly communicate with the City of any changes in the project schedule. We expect the City will also promptly communicate with W&A of any changes in scope or other matters that may impact the project schedule.

As a rough estimate, below is the anticipated duration for each design task:

- Project Kickoff	1 week
- Preliminary Roadway Design	12 weeks
- Utility Coordination	4 weeks (performed concurrently)
- Utility Relocation Plans	4 weeks (performed concurrently)
- Coordination of ROW for final plat	4 weeks
- Final Roadway Design	8 weeks
- Final Plat and ALTA Survey	8 weeks (performed concurrently)
- Bidding Assistance	8 weeks
- Permitting Assistance	8 weeks
- GDOT ROW Coordination	8 weeks (performed concurrently)

Authorization

If this proposal is acceptable to you, W&A will perform the work in accordance with the attached scope of work, unit rates, and General Terms and Conditions that are incorporated herein and collectively will become the Agreement. Please sign below and return one original copy (to include all pages) to our office.

We appreciate the opportunity to offer our services and look forward to working with you. Please call if you have any questions.

Respectfully submitted,
W&A Engineering, LLC



David C. Mills, P.E.
Sr. Project Manager



Brent E. Cook, P.E., PTOE, RSP1
Director of Traffic & Transportation

Attachments:

- Exhibit 1: Scope & Tasks
- Exhibit 2: Hourly Rate Table
- Exhibit 3: General Terms and Conditions

Proposal Acceptance:

Agreed to, this _____ Day of _____, 2024.

By (print name): _____

Title: _____

Company: _____

Signature: _____

The following information must be completed at time of signing:

W&A	CITY
Project Manager: David Mills, PE	Project Manager:
Phone: (513) 532-4444	Phone:
Email: dmills@waengineering.com	Email:
Fax: n/a	Fax:

BILLING INFORMATION (Bills, Invoices, Payment matters shall be sent to):
Billing Contact Name:
Phone:
Email:
Fax:

EXHIBIT 1

Scope & Tasks

W&A Engineering (“W&A”) will provide professional engineering, and land surveying, as the same are generally defined by the standards of the industry and more specifically defined herein, in the preparation of engineering plans for the Project. The services will be completed to meet requirements of City of Lawrenceville (CL), the state and other applicable local governing and reviewing authorities.

1. Utility Coordination
 - 1.1 SUE A level utility locate for sewer force main.
 - 1.2 Participation in a minimum of two (2) utility coordination meetings.
 - 1.3 Coordinate with CL, Public and private utilities on required relocations.
 - 1.4 Provide Utility Relocation plans as required.

2. Preliminary Design (60% Review)
 - 2.1 Develop preliminary plans for the selected alternative to include:
 - Cover, General Notes, Typical Sections
 - Plan and Profile
 - Drainage Profiles
 - Cross Sections
 - Utility Relocation Plans
 - Lighting Plans
 - Signing & Striping Plans
 - Erosion Control Plans and Details
 - 2.2 Perform storm water design and culvert design for creek crossing.
 - 2.3 Prepare Engineer’s Construction Cost Estimate.
 - 2.4 Participation in monthly coordination/status meetings.
 - 2.5 Coordination of ROW and easements with survey for final plat.

3. Final Design Plans (90% & 100% Review)
 - 3.1 Develop final construction plans for the intersection improvements.
 - 3.2 Final lighting design and plans.
 - 3.3 Prepare Engineer’s Final Construction Cost Estimate.
 - 3.4 Participation in monthly coordination/status meetings.

4. Final Survey Plat Exhibit
 - 4.1 ALTA/ASCM Land Survey – W&A will provide an ALTA/NSPS Land Title Survey that meets the requirements shown on “2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.” W&A understands that the City requires the ALTA Survey to include items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 10, 13, and 16 of the Table A of the minimum standard detail requirements. The budget includes time for one set of revisions. Further revisions will be considered extra work and will be charged at W&A’s standard hourly rates. City shall provide full title report, including the following: legible record legal description of the property, current title commitment, legible copies of all record easements, servitudes, covenants affecting the property, and of appurtenant easements no less than two (2) weeks prior to due date.

- 4.2 Final Plat – W&A Engineering will provide a Final Plat based on records (deeds and plats) of the subject property and adjoining properties and based on a field-run survey in order to define boundary lines. The survey includes locating or setting primary corners, location on existing buildings (if any), roads, driveways and other permanent structures or improvements. The primary purpose of the survey is to provide a Final Plat of the property which creates six new tracts. The budget includes time for setting new property corners and addressing one set of comments. Further comments will be considered extra work and will be charged at W&A’s standard hourly rates.
5. Bidding Assistance
 - 5.1 Prepare a bid package adequate for the purpose of receiving a competitive bid. W&A to prepare Project Manual and Specifications for the project. W&A will attend one (1) pre-bid meeting and answer questions pertaining to bid addendum (up to three (3) addenda). Plan revisions related to these addendums are included in this task.
6. GDOT ROW Coordination
 - 6.1 Coordinate with GDOT district and area representatives on ROW transfer of eastern section of Lightnin Drive from GDOT ROW to City/County ROW. This includes attending meetings with GDOT District 1 Traffic and ROW offices, ROW exhibits, ROW negotiations, and any necessary permitting.
7. Permitting Assistance
 - 7.1 NPDES NOI Permit – W&A will prepare the Notice of Intent (NOI) on behalf of the City for filing with the GAEPPD.
8. Construction Phase Services
 - 8.1 Request for Information (RFI’s) – W&A will review all Request for Information from the City and/or Contractor, document the request in a project file, and provide a written response. W&A anticipates ten (10) RFI’s, and approximately twenty (20) hours of staff time to respond. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).
 - 8.2 Field Change Submittals Review – The Jurisdiction Having Authority (JHA) may require redlined revisions to be submitted reflecting field changes to the approved plans. W&A will review redlined revisions to the drawings provided by the contractor, submit the JHA, and coordinate approval of any changes. W&A anticipates approximately thirty (30) hours of staff time to review these submittals.
 - 8.3 Bi-Weekly Site Visits/Assessments – W&A will perform bi-weekly site visits to observe the Contractor’s progress and prepare a progress report for submittal to the City. We have included an estimated fee for two meetings per month over an anticipated ten-month construction schedule for an assumed 25 meetings.
 - 8.4 Material Testing – W&A will manage a certified geotechnical sub-consultant to provide required material testing including, but not limited to, soil compaction testing, field density test, concrete testing, pavement testing.

- 8.5 Substantial Walkthrough of Project – The contractor will notify W&A when all road infrastructure and traffic control devices and components have been furnished, installed, configured, integrated, and tested. W&A will schedule a walkthrough with the City and contractor to determine substantial completion. If necessary, a corrections list (“punch list”) will be furnished and supplied to the contractor.
- 8.6 Final Walkthrough of Project – The contractor will notify W&A of project completion, including any remedial correction lists, indicating eligibility for a final walkthrough. A final walkthrough with the City and contractor will be scheduled and conducted.

9. Mileage

- 9.1 Mileage required for W&A staff to attend meetings with the City officials and for other project related travel will be billed per the attached Terms and Conditions. Mileage may include the delivery of plans, permits, and other project related items.

10. Printing Fees

- 10.1 Printing and plotting of plans, exhibits and reports required for plan review, permitting, contracting, and other purposes will be billed to the City as a reimbursable expense. The fees may include in-house or vendor printing.

11. NOI Review and Permit Fees

- 11.1 NOI Review/Permit – NPDES General Permit Fee established in the Water Quality Control Rules prior to commencement of any land disturbing activities.

EXHIBIT 2

Hourly Rate Table

UNIT RATE TABLE JULY 1, 2024- JUNE 30, 2025				
LABOR CODE	PER HOUR	PER HOUR	PER HOUR	PER HOUR
Principal	\$350			
Director of Civil Engineering	\$275			
Director of Traffic & Transportation Eng.	\$275			
Director of Surveying	\$275			
Director of Program Management	\$275			
Director of Landscape Architecture	\$250			
Director of Planning	\$250			
Assitant Director of Surveying	\$225			
Program Manager I, II, III, IV	\$175	\$195	\$220	\$250
Senior Project Manager	\$220			
Project Manager	\$190			
Engineer I, II, III	\$130	\$150	\$170	
Engineer IV, V, VI	\$190	\$220	\$240	
Landscape Architect I, II, III, IV	\$125	\$145	\$165	\$190
Designer I, II, III, IV	\$120	\$140	\$170	\$190
Planner I, II, III, IV	\$120	\$140	\$160	\$180
Survey Project Manager I, II, III	\$150	\$175	\$210	
Survey 3 Man Crew	\$290			
Survey 2 Man Crew	\$195			
Survey (Robot) 1 Man Crew	\$165			
Survey Crew Chief I, II, III	\$120	\$130	\$140	
Survey Instrument Person I, II, III	\$75	\$95	\$115	
Drafter I, II, III, IV	\$110	\$130	\$150	\$170
Technician I, II, III, IV	\$95	\$110	\$140	\$160
Project Co-ordinator	\$120			
Administrative Professional I, II, III	\$85	\$105	\$115	

EXHIBIT 3

GENERAL TERMS & CONDITIONS

W& A Engineering– Terms and Conditions

The "Services" to be provided by W&A Engineering, LLC (W&A or Consultant) pursuant to the Proposal shall be provided in accordance with these Terms and Conditions, including any addenda as may be incorporated or referenced in writing and shall form the Agreement between W&A and the City. Cooperation and

1.1 *City Obligations:* City shall cooperate and to give all reasonable assistance to Consultant in furnishing all updated and latest project information and access to resources for expediting "Services" on this project. Services means the specific scope to be performed by the Consultant as set forth in the Consultant's proposal. Consultant will adhere to project information provided to Consultant by City. However, City agrees that Consultant will not be responsible and liable for any negative or adverse outcome, damage, cause, loss, injury or claim which relates to or arises out of Consultant's reliance on and adherence to that project information.

1.2 *Reimbursable expenses:* City shall pay the cost of all reimbursable items such as charges, fees, permits, bond premiums, delivery charges, postage, fax transmissions, long-distance telephone calls, reproductions and copies, photographic enlargements and reductions, film processing and supplies, mileage, and any other charges and expenses not specifically covered by the foregoing. In the event that such reimbursable items are paid directly by Consultant, then the charges and expenses shall be invoiced at the direct cost-plus 10 percent for handling. Sub-consultant and testing services arranged for, managed by, and paid for by Consultant will also be invoiced at the direct cost-plus 10 percent.

1.3 *Prompt payment:* W&A shall invoice City once each month or agreed upon frequency for work performed during the preceding period. City shall promptly review invoices and notify Consultant of any objection thereto. City agrees to pay each invoice within thirty (30) days of its receipt. City further agrees to pay interest on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. City agrees to pay cost of collection of all amounts due and unpaid after 30 days, including, but not limited to, attorney fees, which attorney fees shall be the actual attorney's fees incurred. Consultant shall have the right to cease work and services, without terminating this Agreement, if and when payment is thirty (30) calendar days past due. Failure to make payments within 30 days of invoice shall constitute the release of Consultant from any and all claims which City may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

1.4 *Governmental or Regulatory changes:* In the event any governing agency or entity, including local, state, federal agencies or regulatory bodies, amend, change or alter any rule, law, ordinance, statute, or requirement, or any interpretation or application of same as applied to the Project, after services have begun, the compensation quoted in the Agreement will be subject to renegotiation for additional services caused or related to such change, and in the event the parties cannot agree on an increase, Consultant shall be entitled to an equitable adjustment that fairly reflects the time and costs associated with and incurred by such change.

1.5 *Termination:* This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, City shall compensate the Consultant for all services performed up to and including the termination date, including reimbursable expenses.

1.6 *Warranties:* Consultant warrants that its services will be performed within the standard degree of care ordinarily exercised under similar conditions as applicable to the actual services to be rendered hereunder by landscape architects, engineers, and surveyors, as the case may be, if said service is deemed to be a professional service, or otherwise with reasonable and due care. No other warranty or representation, either expressed or implied, is included or intended in this Agreement, or in Consultant's proposals, letters, communications, contracts, plans, surveys, or reports, either written or oral.

1.7 *Dispute Resolution:* (a) If a dispute arises from or relates to the Agreement, or the alleged breach thereof, and if the dispute cannot be settled through direct discussions, both Consultant and City agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Procedures before resorting to arbitration. If mutually agreed by the parties, the mediation may be conducted with a mutually selected mediator, with no need for an AAA filing and administration of the mediation. The parties agree that any mediation proceedings will be held in, Georgia.

1.8 *Third Party Reliance:* Services are performed by Consultant solely for the named City to this Agreement, and there is no consent, intent or agreement by Consultant for any third party to be deemed a beneficiary of this Agreement, or for any third party to rely upon any seal, stamp, signature, certification, or service performed by Consultant in any way whatsoever. No third party not in privity of contract with Consultant for this Agreement shall rely on any information or services performed under this Agreement, and if third party does so rely on it is unjustified reliance, at his or her own risk, and he or she assumes any and all risk associated with the information not being accurate or correct.

1.9 *Ownership of Documents:* All sketches, drawings, tracings, computations, notes, reports, plans, and other original documents, in any medium now known or later developed, that are produced, developed, or supplemented by Consultant are

"Instruments of Service" and shall remain the property of Consultant, subject only to applicable requirements of public agencies. These Instruments of Service are to be used solely for this specific project. Consultant shall retain all legal rights and use of the Instruments of Service and shall retain full protection under United States copyright law. At City's additional expenses, City may contain reproducible copies of all plans for their file, provided all fees associated with the requested material have been paid for by the City and all bills are current. City agrees that any work furnished to City or City's agents, for which full payment has not been made to Consultant, will be returned to Consultant upon demand and will not be used by City for any purpose whatsoever or disseminated to any third parties by City. Consultant reserves the right to refuse to stamp, sign, countersign, seal, print, copy, reissue, transmit, disseminate, or release any design documents, plans, specifications, etc., unless and until City's account is current and all outstanding invoices, statements, and reimbursable expenses have been paid in full.

1.10 *Ownership of Property to which services relate:* These services are for City, but also to the extent they are services related to the real property at issue, Consultant has a right to be kept informed as to the true and rightful owner, whether of record or based on unrecorded deeds, at all times during the Project or while Consultant is performing services for the City in connection with the Project or Property. Unless otherwise noted, City is the sole owner of the Property for which these services are being provided. If the Owner is a different entity, City shall specify by identifying below, and City shall truthfully and accurately provide an Owner Authorization upon request. City hereby indemnifies and holds harmless Consultant for any claim or cause of action in any way related to the lack of authority or permission or consent of the Owner of record for Consultant to perform services for or in relation to the property, including but not to any claim of trespass to property if City in fact is not the owner of record and the owner of record asserts that these services were done without its knowledge or consent. City shall upon request specify the factual relationship and internal ownership and management by, between and among City and the Owner of record in the event City is not the Owner of record. If Property is owned by another entity other than City, City shall so indicate or attach a copy of the Deed for the property at issue, revealing the identity of the Owner.

1.11 *Indemnification:* Consultants' responsibilities in performing services hereunder shall be limited to the scope of services to be performed solely for City as set forth in the Consultant's proposal. Consultant, its officers, shareholders, agents, and employees, shall have no liability of any kind to City, its agents or any persons having express or implied contractual, business, or financial relationship with City, for any acts, errors, and omissions of Consultant which do not fall within the scope of services set forth in the Agreement. City hereby covenants and agrees that the total limit of Consultant's liability to City, and any liability of Consultant's officers, shareholders, agents, and employees, from a claim caused in whole or in part from Consultants' negligent acts, errors, or omissions, shall not exceed the total price associated with the applicable and specific category of services set forth in the Agreement. In the event there is no specific category of services for which an errors or omissions claim falls within, the total liability of Consultant shall not exceed the price actually paid or to be paid Consultant under the Agreement. City agrees to waive all claims against the Consultant resulting from unauthorized changes or reuse of the drawings and data provided under this Agreement by anyone other than Consultant. In addition, City shall indemnify and hold harmless Consultant from any damage, liability, or costs, including reasonable attorney's fees and costs of defense, arising from changes made to the Instruments of Service by anyone other than Consultant.

1.12 *Limitation on Liability:* Consultant shall not, under any circumstances, be liable to City or any third party for any loss of revenue, lost profits, loss of production, down time, loss of use, business interruption, any other indirect or consequential damages, or for any exemplary, special, or punitive damages arising out of or otherwise related to the Agreement, the project documents, or Consultant's services, whether caused by City's breach of contract, negligence, statutory law, or any other legal theory. Notwithstanding anything to the contrary herein, consultant's total aggregate liability to City for any damages arising from or related to the Agreement, the project documents, or Consultant's service, for any reason whatsoever and irrespective of form or forum, shall be further limited to the total amounts paid by City to Consultant during the six (6) months prior to the assertion of such claim, demand, or otherwise. City acknowledges that the remedies provided for herein are exclusive and in lieu of all other remedies. The foregoing limitations on liability shall apply even if the above-stated remedy fails in its essential purpose.

1.13 *Non-Solicitation:* During the period commencing on the effective date of the agreement and ending one year following the termination date of the Agreement, the City and its agents, its owners, employees, agents, or any person or entity having contractual relationships with City shall not, without the Consultant's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other services of the Consultant or (ii) hire, on behalf of the City or any other person or entity, any person who is employed by the Consultant.