

April 7, 2025

Mr. Danny Roberts, City Manager
City of Loganville City Hall
4303 Lawrenceville Road
Loganville, GA 30052

Re: SR 20 Utility Relocations (GDOT PI #0016387)

Dear Mr. Roberts:

The City of Loganville has been requested to prepare final relocation plans (2nd Submission Plans) for utilities in conflict in preparation for the Georgia Department of Transportation (GDOT) widening and improvements of SR 20 (Lawrenceville Road) from east of Tuck Road to US 78/SR10/Atlanta Highway in the City of Loganville. The project's purpose is to prepare utility relocation plans for utilities in conflict with the proposed improvements and request Utility Aid from GDOT for the financial burden to the City to complete the work. Keck & Wood (KW) will complete design relocation plans in coordination with GDOT and the City to ensure that submittal deadlines are met to the best of our abilities. Due to the compressed timeline, further coordination with GDOT may be required to extend the deadline and said coordination would be considered additional services. Upon completion of the design relocation package, we will submit all required deliverables to GDOT.

The project is generally described as follows:

Utility relocation for water, gravity sanitary sewer, and sanitary sewer force main within the project constraints of the GDOT roadway project, PI #0016387 (approximately 7,000 linear feet of roadway construction and relocation efforts). Relocation efforts include full relocation design plans, quantity take-offs for each utility moved, and final submissions to GDOT. Efforts will also include coordination with GDOT and completing a Utility Aid request for submission to GDOT including a preliminary construction cost estimate for the designed relocation.

A summary of our services, time schedule, and fee amount is presented below for your consideration. Our assistance in completing the utility relocations will include:

Task 1: Relocation Plans (24-Series Plans)

KW will coordinate with the City and GDOT to acquire the appropriate plan documents and draft a preliminary relocation design to be reviewed with the City. This task also includes evaluation of plan changes from the original design in 2021 and completing conflict analysis for all cross sections and storm drain profiles along the alignment. A follow-up meeting will be held with the City to review and discuss the relocation design and make adjustments prior to continuing toward final plan revisions and the Utility Aid Request. This task is inclusive of one submission of the preliminary plans for review.

Task 2: Utility Aid Request

Due to the cost of the project, the City has requested KW to seek Utility Aid from GDOT. The efforts included in this work include a quantity take-off and construction cost estimate, coordination with the City for financial information and record data, completing and executing Utility Aid request forms and letters, submission to GDOT and facilitating submission, and coordination between the City and GDOT with responses and questions that may arise regarding the Utility Aid Request.

Task 3: Detailed Utility Relocation (44-Series Plans)

During this phase of the GDOT project, the department requires detailed utility relocation plans including profiles for all relocated utilities along the alignment. Efforts for this task include plan updates after City review of the completed plans (after meeting with the City during Task 1), development of plan coversheet, GDOT pay item sheets, general and utility specific project notes, utility details including supplemental specifications, and detailed utility relocation plans for each utility (water, gravity sanitary sewer, and sanitary sewer force main). Each utility will also include a final quantity take-off and cost estimate, profiles for each utility along the alignment being relocated, and general coordination with the City to ensure design is acceptable and record information is correct. As part of the relocation efforts, GPAS (formerly GUPS) permitting is also required for all utility construction within the GDOT right-of-way. This is included in our estimate and is expected as part of Task 3. Final documentation for GDOT includes: final plans, cost estimate (the CIA spreadsheet and forms required by GDOT), and file conversion and submission to GDOT on the ProjectWise system. This task is inclusive of a single submission to GDOT. Subsequent submissions will be considered additional services.

Task 4: Additional Services

Any work authorized by the City beyond the scope of Tasks 1-3 will be considered additional services and will be charged at our current standard hourly rate (see attached for our 2025 rates). KW will only proceed additional services at the clear authorization and directive of the City.

Exclusions

The scope of work is encompassed in Task 1-3 above and excludes (though not limited to) the following:

- GDOT extensions past the let date of May 2026
- GDOT revisions of the plans requiring an additional "2nd Submission" plan design
- Additional Utility Aid Request submissions (revising submissions made in Task 2)
- Additional revisions or submissions requested by the City or GDOT for each Task

As compensation for our services, we propose that our fee be based on a lump sum basis for task (or tasks) performed during the month. Once a month during the existence of this contract, Keck & Wood will submit to the City an invoice for payment based on the task(s) performed during the billing period. Our proposed fee for the described work shown in the Detailed Fee Breakdown below will amount to a total, lump sum fee of \$130,300. These services will be provided in accordance with the attached Terms and Conditions.

Detailed Fee Breakdown:

A. Task 1: Relocation Plans (24-Series Plans)	\$28,100
B. Task 2: Utility Aid Request	\$16,200
C. Task 3: Detailed Utility Relocation (44-Series)	\$86,000
D. Task 4: Additional Services	KW Standard Hourly Rates

Mr. Danny Robberts, City of Loganville
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We hope this information is acceptable to you. Please let us know if you would like any clarifications of the above information. We are available to begin the work upon your authorization as time is of the essence. We greatly appreciate the opportunity to be of assistance to you on this project and look forward to your favorable reply. If there are any questions, please let us know.

Sincerely,

KECK & WOOD, INC.



Matthew Kaufman, PE
Project Manager

Attachments



2025 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.
\$305	Practice Leader SVP Senior Manager							
\$285	Market Leader VP	Project Director						
\$270	Client Services Leader	Senior Project Manager 3	Chief Engineer		Chief Landscape Architect			
\$255	Submarket Leader AVP	Senior Project Manager 2	Senior Engineer 3		Senior Landscape Architect 3			
\$240	Client Service Manager 2	Senior Project Manager 1	Senior Engineer 2		Senior Landscape Architect 2	3-Man Survey Crew		
\$225	Client Service Manager 1	Project Manager 3	Senior Engineer 1		Senior Landscape Architect 1	Survey Manager 3		
\$210		Project Manager 2	Engineer 3		Landscape Architect 3	Survey Manager 2		
\$195		Project Manager 1	Engineer 2	Traffic Signal Technician 3	Landscape Architect 2	Survey Manager 1		
\$180			Staff Professional 4 Engineer 1	Traffic Signal Technician 2	Landscape Professional 4 Landscape Architect 1			
\$165			Staff Professional 3	Traffic Signal Technician 1	Landscape Professional 3	2-Man Survey Crew		
\$150			Staff Professional 2		Landscape Professional 2	2-Man Mapping Crew		
\$140			Staff Professional 1		Landscape Professional 1			
\$120			CAD Technician 3	Field Technician 3		1-Man Survey Crew	Survey Technician 3	Admin. Manager
\$105			CAD Technician 2	Field Technician 2			Survey Technician 2	Admin. Staff 2
\$90			CAD Technician 1	Field Technician 1		1-Man Mapping Crew	Survey Technician 1	Admin. Staff 1
\$85			Intern		Intern	Intern		

TERMS AND CONDITIONS OF SERVICE

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

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. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and 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.

3. **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.

4. **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.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **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 \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **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.

10. **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, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **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.

12. **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.

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

14. **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.

15. **WARRANTY:** CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **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.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.