



September 15, 2022

City of Loganville
Mr. Danny Roberts, City Manager
P.O. Box 39
Loganville, GA 30052

Re: Loganville Stormwater Management Ordinance Revisions

Danny:

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this proposal to the City of Loganville (*Client*) for developing an updated Stormwater Management Ordinance to address City Council directives regarding stormwater management facility aesthetics, landscaping, maintenance, and enforcement. The proposed changes will require a comprehensive re-write of the existing stormwater management ordinances, including landscape design guidelines.

Based on our experience with similar projects, we offer the following scope of services and fees:

Stormwater Management Ordinance Revisions:

- A. PPI will assemble and evaluate ordinances and technical standards to promote improved aesthetic design and green infrastructure.
- B. PPI will conduct a comprehensive review of Loganville's current SWM technical standards and recommend updates as required.
- C. Prepare specific guidelines for landscaping requirements, plant materials, installation and maintenance guidelines.
- D. Evaluate and coordinate options to regulate and enforce long term maintenance of SWM facilities.
- E. PPI will present preliminary findings and recommendations to the City of Loganville Public Works Committee on October 18, 2022. PPI will prepare final draft ordinance revisions for public comments and City Council consideration in November 2022.

ESTIMATED COMPLETION TIME: Eight (8) Weeks after receiving a *Notice to Proceed*

ENGINEERING SERVICES FEE

PPI will provide the services outlined above for an hourly not-to-exceed fee of **\$12,000.00**. Work will be invoiced on a monthly basis based on percent complete.

We look forward to your acceptance of this proposal and to continuing our successful working relationship with the City of Loganville. Should you find this proposal satisfactory, please sign and return a copy to our office. If you have any questions, please do not hesitate to call us.

Sincerely,

Jimmy Parker, P.E.
Executive Vice President

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Attachment: Standard General Conditions
Standard Hourly Rates Schedule

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

Initials: _____

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/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 Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.

2022 CIVIL STANDARD HOURLY RATE SCHEDULE
CITY OF LOGANVILLE - STORMWATER MANAGEMENT ORDINANCE REVISIONS

Senior Principal	\$185.00/Hour
Principal.....	\$160.00/Hour
Senior Project Manager	\$150.00/Hour
Project Manager.....	\$135.00/Hour
Senior Project Engineer.....	\$125.00/Hour
Senior Landscape Architect.....	\$110.00/Hour
Landscape Architect	\$90.00/Hour
Principal Planner	\$125.00/Hour
Planner	\$85.00/Hour
Project Engineer.....	\$95.00/Hour
Senior Designer	\$110.00/Hour
Designer	\$95.00/Hour
Senior Engineering Technician	\$85.00/Hour
Engineering Technician	\$80.00/Hour
CADD Drafter.....	\$60.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant	\$80.00/Hour
Project Assistant.....	\$60.00/Hour
Construction Observer	\$100.00/Hour
Senior Survey Manager.....	\$150.00/Hour
Survey Manager.....	\$125.00/Hour
Registered Land Surveyor (RLS).....	\$150.00/Hour
Survey Coordinator	\$100.00/Hour
Survey Technician	\$90.00/Hour
Surveying Crew.....	\$175.00/Hour