



September 28, 2023

Mr. Brandon Perkins  
Town Manager  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 302900

**Sent Via Email:** [bperkins@tyrone.org](mailto:bperkins@tyrone.org)

Re: Proposal for Professional Services  
2023 Tyrone REBC Grant Application

Dear Mr. Perkins:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services of the 2023 Tyrone REBC Grant Application for the Town of Tyrone, Georgia ("Town"). KW will provide the Professional Services required to submittal of the REBC Grant as described in the attached "2023 REBC Grants Application Packet Submittal Checklist" document from GDOT's website.

**Fee Schedule**

Compensation for work performed shall be billed on a **lump sum** basis, assuming a project construction value of \$50,000. Should the town wish to take on a larger project, the landscape design fees may increase. We will alert the Town in advance if the project construction value increases to a point where the design fees need to increase. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period.

A. 2023 REBC Grant Application	\$ 8,000
<b>Total Lump Sum Fees</b>	<b>\$ 8,000</b>

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.

Sam J. Serio, P.E.  
Vice President

ACCEPTED by the TOWN OF TYRONE

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachments:**

- 1) 2023 REBC Grants Application Packet Submittal Checklist
- 2) Terms and Conditions



## 2023 REBC Grants Application Packet Submittal

Your submittal for an REBC Grant must include:

**1. One original signed Resolution, scanned to pdf.**

- a. Have the local governing authority complete and sign the resolution. [REBC Grant Resolution](#)
- b. Scan the signed resolution to upload into the online grant application.
- a. Document file names must include "REBC Phs 7" and the submitting city/county/CID's name. For Example: 'REBC Phs 7 Test County Grant Resolution.pdf'

**2. One completed online Application [REBC Grant Application](#)**

- a. Complete all information in the required fields on all pages of the application.
- b. Pdf files are preferred for uploaded documents.
- c. Document file names must include "REBC Phs 7" and the submitting city/county/CID's name. For Example: 'REBC Phs 7 Test County Project Description.pdf'

**d. Documents to be attached to online application, PDF format preferred [Download Adobe Acrobat](#)**

Refer to the Project Rating Criteria for relevant information needed in your project description. Points will be deducted for items that are not addressed in the application package. Application package documents will include the following, in this order:

- i. [Project Description: Example](#): Provide a written narrative of proposed plans for the site. (one page maximum)
- ii. [Location Map: Example](#)  
Provide a simple street map plan and/or aerial photos to identify the location of the project.
- iii. [Site Analysis: Example](#)  
Provide a detailed plan and/or aerial photos to identify and describe all of the existing conditions in the project area.
  - Include at least 6 clear color photographs of existing conditions with text labels explaining where each photo was taken in relation to the project, and any relevant information such as [nearby outdoor advertising signs](#) and overhead power lines.
  - Clearly indicate existing site features that are to remain and that are to be removed using the text labels. Projects requiring the removal of healthy, native trees will not be considered.
  - Mention any known future plans for the space unrelated to the landscape proposal.
- iv. [Conceptual Landscape Drawing: Example](#)  
Provide a simple graphic drawing of the proposed plan for the site.
  - Median landscaping is discouraged and will not be funded by the REBC Grant.
  - Provide a typical cross-section if that helps describe the proposal more clearly.
  - All existing outdoor advertising signs must be located on the plan. **Per Georgia Code 32-6-75.3, if a billboard exists within 500 feet of the proposed landscape, anything that will grow to obstruct the billboard face within the 500-foot view zone of the sign face cannot be planted on GDOT Right of Way.** [ODA Public Permit Search](#)
- v. [Cost Estimate: Example](#)  
Provide an itemized budget of estimated funds needed for plants, installation, soil preparation, mulch, and sod.
- vi. [Long-Term Maintenance Plan: \[Example 1\]\(#\) | \[Example 2\]\(#\) | \[Example 3\]\(#\)](#)  
Provide as much detail as possible about planned maintenance schedules. Relying solely on volunteer groups is not acceptable.

Copies of the signed Resolution, and complete Application Package document must be uploaded into the online application.

A confirmation email will be sent to the email provided within 24 hours of online submittal of grant applications.

If you experience technical difficulties with the online application, please contact [landscape@dot.ga.gov](mailto:landscape@dot.ga.gov)

## 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.