

May 2, 2025

Phillip Trocquet, AICP, CPM
Assistant Town Manager
Town of Tyrone
950 Senoia Road
Tyrone, GA 30290

Re: Engineering Plan Review Services

Dear Mr. Trocquet:

Keck & Wood ("Consultant") is pleased to submit this proposal to the Town of Tyrone ("Owner") to perform engineering and environmental review of site development plans.

TASK A

A1. LAND DEVELOPMENT PERMIT (LDP) ENGINEERING CIVIL PLAN REVIEW

- i. Professional Services will involve Keck + Wood (KW) conducting an engineering review of site development plans associated with the land development process and permitting in the Town of Tyrone. Typical development plans may include site plan, demolition plan, grading plan, erosion control, access management (driveways and local streets), stormwater drainage plans and associated hydrology analysis. These reviews will require that the Town provided checklists be evaluated and plans reviewed according to the Town's checklists and ordinances.

It's our understanding the plans may be of the following types: single or multi-family residential, commercial, institutional or industrial. KW will review the plans to assist the Town in ensuring development or redevelopment will meet the Town's Code of Ordinances, Development Regulations, and the Georgia Stormwater Management Manual (GSMM, latest edition).

- ii. Upon receipt of the plan or report submittal or through the Town (such as electronic pdf format), KW will aim to complete the plan review within twenty-one (21) calendar days of receipt of the notification from the Town, but may take up to thirty (30) calendar days for more complex developments. The review will consist of completing the Town provided checklists concurrent with the review. KW may provide additional comments outside the Town checklist if deemed applicable and reasonable to the Land Development Permit. Comments will be made directly in the plan review portal. All transmittals and notifications directly to the applicant shall be done by a Town staff member unless otherwise directed by the Town.

EXCLUSIONS OR ASSUMPTIONS:

Excluded in this scope of work include:

- Review of zoning ordinance criteria such as zoning and land use entitlement, special use permits, building setbacks, parking space requirements, final plats or record drawings, or associated variances and exemptions
- Review of landscape and tree protection plans
- Review of photometric plans
- Review of sanitary lift station design
- Review of major roadway, traffic or intersection design plans.
- Predevelopment meetings or on-site inspections
- Meetings with applicant and/or engineer regarding engineering plan comments

FEE SCHEDULE:

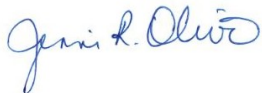
Compensation for work performed shall be billed on an hourly basis per the attached Standard Rate Schedule. Once per month during the existence of this contract, the Consultant shall submit an invoice for payment based on the work performed for the project task(s) through the invoice period.

Should the Town wish to engage any services not provided in the scope herein, KW can provide a separate fee or fee estimate based on the attached 2025 Standard Rate Schedule.

If you have any questions or would like additional information, please don't hesitate to call or contact us.

Sincerely,

KECK & WOOD, INC.



Jenni Olivo, P.E.



Greg Sistrunk, P.E.
Vice President

ACCEPTED by TOWN OF TYRONE, GA

This _____ day of _____, 2025

By: _____

Title: _____

Attachments:

Terms and Conditions
2025 Standard Rate Schedule

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.

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. Staff 3
\$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		