



September 25, 2023
Amended: March 26, 2024

Mr. Scott Langford, PE
Public Works Director / Town Engineer
Town of Tyrone
950 Senoia Road
Tyrone, GA 302900
Sent Via Email: slangford@tyrone.org

Re: Proposal for Professional Services (Surveying, Geotechnical Testing, Civil/Site Design, Architectural Coordination, Foundation Design, and Bidding & Construction Administration)
Handley Park Public Works Storage Building

Dear Mr. Langford:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services (Surveying, Geotechnical Testing, Civil/Site Design, Bidding & Construction Administration) of the Public Works Storage Building at Handley Park in the Town of Tyrone, Georgia ("Town").

KW will act as the lead on the project in Site design and communication with the Owner (Town of Tyrone) and the contractor (to be selected by Owner). Site design scope will include survey, geotechnical testing, and design work related to the site only. In addition to site related design services, KW will coordinate obtaining the architectural

The sitework will include utilities to the building location based on the building design. Utilities include electrical power, water for exterior yard hydrants, and communication for security/wifi system. Sewer is not anticipated as there is a restroom within 350 feet of the building. Stormwater will be conveyed to an existing retention pond that is currently used for irrigation water storage for the fields. The pond is fed by wells during drought periods. The pond will be converted into a detention pond for this facility that can also be used during drought periods by the existing well system. Sitework will include all grading, landscaping, erosion and sediment control, unpaved driveways and parking, security fencing with gates, and drainage systems. All site-related permits will be submitted by KW to the Town. During site construction, KW will work with the contractor and inspect the sitework as part of the construction administration services. Note: The contractor will be responsible for obtaining all building permits and coordinating building inspections through the Town's permit system with Safe Built.

The proposed building improvements will include a new 40'x66' storage building possibly with lean-to roofs for exterior covered storage and site improvements. The building is not heated or air conditioned but may be ventilated with fans. Building use is primarily for non-hazardous storage and contains no special equipment requiring special electrical connections. No toilet, rooms, or offices are included. The contractor shall install electrical service from the meter into the facility. Doors include man and manual roll up doors. There will be 2 large roll-up doors at each end of the building (on the 40' walls). Building will have a custom designed concrete footing by contractor. Building lean-to roofs will run along the long side of the building if funding is available.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, civil/site design, bidding assistance and construction administration services. The following is a detailed scope of our proposed services:

A. SURVEYING

KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 2 +/- acres originally). This survey will include all planimetric features as well as all trees inside the survey area 10" and larger. This scope of work does not include underground utilities. Utilities will be shown based on above ground evidence. No boundary work is included in this proposal. We anticipate completing this survey within 4 weeks from notice to proceed.

B. GEOTECHNICAL TESTING

The Engineer will utilize Geohydro Engineers to perform the geotechnical phase scope of services. The scope includes obtaining soil test borings to determine groundwater readings and obtain soil samples. The samples will be physically examined and given a classification and properties. A geotechnical engineering report detailing the results will be provided including recommendations for parking and drive.

Added Scope – 3/25/24 – Geotechnical engineer will update report to include foundation design recommendations.

C. CIVIL SITE DEVELOPMENT & LANDSCAPE PLANS

Based on our 9/7/23 meeting with the Town, KW will prepare Civil Development Plans per Town standard development regulations. Following are tasks associated with this phase of project development:

❖ *Preliminary 60% Civil Site Development Plans*

1. The design team will prepare Preliminary 60% Civil Development Plans to include the following:
 - Survey and Existing Conditions
 - Demolition Plan, if applicable
 - Preliminary Site Plan
 - Preliminary Grading Plan
 - Preliminary Utility Plan (connecting 2.5" water line from the concessions area)
 - Preliminary Erosion, Sedimentation and Pollution Control Plan
 - Preliminary Landscape Plan
2. KW will prepare a cost estimate for the project.
3. KW will provide the Town with the 60% Preliminary Civil Development Plans for review and comment. KW will make corrections, if required, to the Preliminary Civil Development Plans per Town review comments.

❖ *95% Civil Site Development Plans*

1. KW will prepare the 95% Civil Development Plans to include the following:
 - Survey and Existing Conditions
 - Demolition Plan, if applicable
 - Site Plan
 - Grading Plan
 - Utility Plan (connecting 2.5" water line from the concessions area)

- Erosion, Sedimentation and Pollution Control Plan (3-phased)
 - Landscape Plan
 - Construction Details
2. KW will provide the Town with the 95% Civil Development Plans for review and comment. KW will make corrections, if required, to the 95% Civil Development Plans per Town review comments.

❖ *Final (100%) Civil Site Development Plans*

1. Based on the Town approved 95% Civil Development Plans, the design team will prepare the Final 100% Civil Development Plans.

Scope of Services does NOT include the following:

- Photometric/Lighting Plan
- Irrigation Plan
- Major changes by client to the site or grading layout after the preliminary 60% civil development plans.

D. PERMITTING

1. KW will submit Final (100%) Civil Development Plans to EPD or the Local Issuing Authority for a land disturbance and/or erosion control permits.

E. HYDROLOGY ANALYSIS

1. KW will analyze the existing detention pond on site and make recommendations for modifications to provide stormwater management for proposed improvements to comply with Town of Tyrone requirements.
2. KW will prepare a hydrologic study meeting the applicable local governing authority and state stormwater requirements.

F. ARCHITECTURAL COORDINATION (hourly not to exceed) - KW will work with building manufacturer during the architectural design phase to coordinate the civil/site design improvements.

Added Scope – 3/25/24 - In addition, KW will facilitate coordination between the Town and the building manufacturer to design the proposed building to the Town's specifications and coordinate receipt of stamped building plans to include in the bid documents.

G. BIDDING & CONSTRUCTION ADMINISTRATION PHASE (hourly not to exceed) – Keck & Wood will perform the following requested bidding & construction administration services on an hourly not to exceed basis:

1. Respond to questions from bidders
2. Prepare addenda as needed
3. Coordination of the pre-construction meeting
4. Review and approve contractor's pay applications
5. Respond to construction RFIs
6. Review metal building and other required shop drawings

7. Site visits
8. Periodically review contractor's operations and prepare any change orders as needed
9. Coordinate and conduct final inspection and prepare final punch item list
10. Process project close out documents

- H. **STAMPED BUILDING DRAWINGS - Added Scope – 3/25/24 – KW will work with building manufacturer to obtain a set of engineered drawings for the building which will be included in the bid set. The cost of the drawings is included as a separate lump sum fee.**
- I. **FOUNDATION DESIGN – Added Scope 3/25/24 – If foundation design provided by building manufacturer is not sufficient to meet the Town's needs, then KW will utilize Haines Gipson to perform the design of the foundation for the building designed by others. This is to be determined during the development of the building plans with the manufacturer. Scope of services include coordination with the building manufacturer to providing a set of foundation plans and specifications to be included in the bid package.**

Fee Schedule

Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. 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. All advertising, permitting and application fees are the responsibility of the Town.

A. Surveying	\$ 4,000
B. Geotechnical Testing	\$ 5,400
a. Added Scope – 3/25/24	\$ 1,000
C. Civil Site Development & Landscape Plans	\$ 25,300
D. Permitting	\$ 3,800
E. <u>Hydrologic Analysis</u>	\$ 4,400
Total Lump Sum Fees	\$ 43,900 – Revised 3/25/24
F. Architectural Coordination	\$ 3,000
a. Added Scope – 3/25/24	\$ 1,800
G. <u>Bidding & Construction Administration</u>	\$ 13,500
Total Hourly Not to Exceed Fees	\$ 18,300 – Revised 3/24/24

Additional Scope Items – 3-25-24

H. Stamped Building Drawings – Added Scope – 3/25/24	\$ 3,100
I. <u>Foundation Design, If req'd - Added Scope – 3/25/24</u>	\$ 9,000
Total Additional Lump Sum Fees	\$12,100

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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 _____, 2024.

By: _____

Title: _____

Attachments: Terms and Conditions

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. **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.

10. **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 ensure 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.

11. **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.

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. **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.

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

15. **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.

16. **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 \$25,000, 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 or 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.

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 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.

19. 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.