

October 3, 2022

Tina Garver  
Director of Community Development  
City of Powder Springs  
**Sent via email: [TGarver@cityofpowdersprings.org](mailto:TGarver@cityofpowdersprings.org)**

Re: Fee Proposal – SR 6 at Oglesby Connector Rd – ICE Analysis

Dear Ms. Garver,

Please see the proposal for Keck & Wood, Inc. (The “Engineer”) to provide professional engineering services for the City of Powder Springs, GA. Keck & Wood (K&W) appreciates this opportunity to provide you with this proposal.

**Scope of Services**

The Engineer will provide the following scope of services:

**Residential Development Traffic Engineering**

K&W will evaluate the proposed residential development planned for the northeast corner of SR 6/CH James Pkwy at Oglesby Rd. This work will include:

- Obtaining the current version of the site plan from City of Powder Springs
- Developing Trip Generation, Trip Distribution, and Trip Assignment information for the proposed development
  - Assumptions used to develop this information will be documented
- Developing traffic simulations to determine the impact the proposed development will have on existing intersections
  - We will reuse the previously developed traffic simulations from the work completed in conjunction with the proposed industrial development
- Documenting impact the proposed development has on the existing roadway network
  - This will be documented via table – similar to the way we documented the impact the industrial development had on the study intersections

**Assumptions:**

- No new traffic counts will be needed.
- The same intersections studied as part of the industrial development analysis will be included in the analysis for the residential development. These intersections are:
  - SR 6/CH James Pkwy at Oglesby Rd
  - Oglesby Rd at County Access Rd
  - Oglesby Rd at Lewis Rd
  - Oglesby Rd at Five Oaks Place
  - SR 6/CH James Pkwy at Connector Rd
  - County Access Rd/Burrow Trail at Connector Rd
  - Oglesby Rd at Connector Rd
- If the site plan changes, this could impact traffic projections. If the site plan changes require reworking of the traffic projections or additional analysis, an add service might be needed.
- The phase of the project will only cover the one, new proposed residential development. If there is more than one proposed development, an add service will be needed to document its impact.

Full GDOT ICE Analysis:

K&W will complete the ICE Analysis for the intersection of concern. This work will include (in addition to the tasks outlined under the ICE Waiver and/or Stage 1 section):

- Pulling crash data for the last 5 years
- Checking to see if the intersection meets traffic signal warrants or all way stop control warrants
- Writing up justification for the ICE Waiver (if needed)
  - If the preferred alternative identified in Stage 2 isn't the selected option, an ICE Waiver will be needed to waive the preferred alternative.
- Completing ICE Stage 1 Analysis
- Developing costs associated with each alternative being studied
- Building Traffic Simulation Models for each alternative to show how they operate
- Developing Crash Reduction Factors associated with each alternative
- Analyzing for Environmental Impacts associated with each alternative
- Writing up justification for the preferred alternative
- Submitting completed ICE Analysis to GDOT

Assumptions:

- The cost is per intersection. GDOT has identified one intersection as needing a Full GDOT ICE Analysis:
  - SR 6/CH James Pkwy at Connector Rd

Traffic Engineering Report:

K&W will develop a traffic memo that documents our assumptions, methodologies, and analysis for the various information for this study. This will include:

- Detailing the study area
- Documenting Trip Generation, Trip Distribution, and Trip Assignment information for the proposed industrial development
- Documenting Trip Generation, Trip Distribution, and Trip Assignment information for the proposed residential development
- Detailing Growth Rate calculations and information
- Documenting Traffic Signal Warrant Analysis
- Detailing the Full GDOT ICE Analysis process and findings

Assumptions:

- No additional concept layouts will be developed for this phase of the project. If additional concept layouts are needed, K&W can perform that via an add service of an hourly contract per the attached Standard Hourly Rate sheet.

Coordination/Meetings:

K&W will coordinate and attend meetings with stakeholders as needed to discuss this project. This phase will be used as needed.

**Schedule**

Residential Development Traffic Engineering:

This phase of the project will be completed within two weeks from notice-to-proceed (NTP). The final deliverable for this phase of the project will be to develop a Level-of-Service (LOS) and delay table documenting how the residential development impacts the study intersections.

Full GDOT ICE Analysis:

K&W will turn in the first submittal of the Full GDOT ICE Analysis within two and half weeks of completing the "Residential Development Traffic Engineering" phase of the project. The data from that phase of the project will need to be used when completing the GDOT Full ICE Analysis. Subsequent resubmittals will be turned back in to the City in a timely manner based on the requested changes and coordination with necessary stakeholders.

Traffic Engineering Report:

K&W will turn in the first submittal of the Traffic Engineering Report two and half weeks after completing the Full GDOT ICE Analysis. Subsequent resubmittals will be turned back in to the City in a timely manner based on the requested changes and coordination with necessary stakeholders.

Coordination/Meetings:

This phase of the project will be used as needed throughout the life of the project.

**Compensation**

Compensation for work performed shall be according to the fees noted. Once per month during the existence of this contract, the Engineer shall submit to the City of Powder Springs an invoice for payment based on the actual work performed for the Project through the invoice period. Should additional services be necessary, we will notify the City of Powder Springs in advance. Our proposed fees are as follows:

Residential Development Traffic Engineering.....	\$4,200 lump sum
Full GDOT ICE Analysis.....	\$5,825 lump sum
Traffic Engineering Report.....	\$7,525 lump sum
Coordination/Meetings.....	\$3,000 hourly, not-to-exceed

Any services outside those outlined in this proposal can be performed by Keck & Wood either by a separate proposal or on an hourly basis with compensation as per the attached 2022 Hourly Rates Sheet.

If you have any questions or would like additional information, don't hesitate to contact me at [REDACTED]. We appreciate the opportunity to work with you on this project!

Sincerely,

Clay Smith, PE, RSP1  
Vice President

ACCEPTED by City of Powder Springs

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

Attachments:

- Terms and Conditions
- Keck & Wood 2022 Hourly Rates

## 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 superseded 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.

**2022 STANDARD RATE SCHEDULE**

PRI- Principal	\$240.00
SE2 - Senior Engineer 2	\$220.00
SE1 - Senior Engineer 1	\$200.00
ST4 - Staff Engineer IV	\$175.00
ST3 - Staff Engineer III	\$155.00
ST2 - Staff Engineer II	\$140.00
STE - Staff Engineer I	\$130.00
LA - Landscape Architect	\$150.00
LAD - Landscape Designer	\$115.00
TEC - Design Technician	\$110.00
GIS - GIS Technician	\$90.00
SD 2 - Staff Designer 2	\$85.00
SD 1 - Staff Designer 1	\$75.00
PLS - Registered Land Surveyor	\$155.00
SPC - Senior Survey Party Chief	\$90.00
STC 2- Survey Technician 2	\$90.00
STC 1 - Survey Technician 1	\$0.00
OBS - Construction Observer	\$85.00
SV2 - 2 Man Svy Crew	\$140.00
ITS - IT Specialist	\$140.00
CL2 - Clerical/Administrative 2	\$85.00
CLI - Clerical/Administrative 1	\$80.00
OFM - Office Administrator	\$130.00
CNT - Controller	\$190.00