

August 22, 2017

Michael Anderson  
City of Powder Springs Public Works

Re: Proposal for Professional Civil Engineering Services  
City of Powder Springs – City Hall ADA Access Modifications

Mr. Anderson:

Croy Engineering, LLC (“Engineer”) would like to thank you for the opportunity to provide this proposal agreement for professional services on the above referenced project.

General Scope:

We understand that the services requested is for the surveying and engineering for modification of ADA parking and access to the existing City Hall building. We have included a SUE Level B utility survey for the proposed front of area of the City Hall entrance and parking to be modified for the ADA ramps.

A more detailed project-specific Scope of Services and our fees is attached and identified as Exhibit “A”. Industry standard reimbursable expenses have not been included in the fees. Expenses may include, but are not limited to copies, overnight delivery and postage, and courier charges. Also attached is Croy Engineering’s standard Professional Services Agreement. If the proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records and to initiate the start of services.

Again, thank you for the request and if you have any questions, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,  
Croy Engineering, LLC



L. Carl Carver, P.E.  
Vice President of Engineering

Attachments

- Exhibit “A” Scope of Services
- Exhibit “B” Professional Services Agreement

## EXHIBIT “A”

### Part 1: Basic Scope of Services

#### **A.200 Series: Surveying Phase Services**

**Subsurface Utility Surveying:** *Subsurface Utility Engineering (SUE) is the investigation of underground utilities to help aid in the design of the site. The following is a description of the Levels of Utility Surveying. This information is provided for information only purposes.*

- **Quality Level D:** *The process of gathering record data and depicting utilities on the survey. This data could be digital records, paper records, internet search, visual site observations, or just talking to previous owners. All data will be depicted on the drawing with a statement of the Quality Level of the information.*
- **Quality Level C:** *The process of surveying the visible utility features, or if they have already been surveyed, and checking the surveyed locations for accuracy. This data is compiled with the Quality Level D data and both levels of data are labeled accordingly on the drawings.*
- **Quality Level B:** *Involves designating the underground utilities by markings provided through an 811 dig call or by contacting an individual utility company. This data is added to the data collected from Quality Levels D and C.*
- **Quality Level A:** *This level involves physically locating the actual utility often by “potholing”. Once the utility is potholed it is located horizontally and vertically by surveying. Croy Engineering, LLC does not provide this Level of surveying.*

#### **A.215: Topographic Surveying**

1. **Topographic Survey:** We will provide a limited topographic survey for the affected area project for the referenced site. Contours will be depicted at a two (2) foot interval and will be based vertically on the nearest available vertical benchmark. Spot elevations of critical areas will be surveyed. All above ground existing features including, but not limited to, curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. will be shown. Utility information will be depicted based on SUE Quality Level “B” within the affected area of the building and parking lot.

#### **A.400 Series: Design Phase Services**

#### **A.430: Final Construction Documents Phase**

1. **Cover Sheet:** Includes the sheet index and identifies the name, location, and Client of the site and/or project. Appropriate permitting information may also be required on the cover sheet.
2. **Existing Conditions Plan:** Based on the survey we will prepare an existing conditions plan. Some municipalities require a copy of the signed and sealed survey.
3. **Site Demolition Plan:** We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.
4. **Grading Plan(s):** Based on the topographic survey we will provide area site and grading plan with contours and/or spot elevations for the proposed modifications to the sidewalk and entrance to City Hall. The new ADA Ramp will be indicated and dimensioned on the site plan; spot elevations will be provided to indicate compliance with ADA requirements.
5. **Civil Construction Details:** Includes typical civil construction details and local permitting agency details.
6. **Cobb County Fire Approval:** We will provide coordination with the Cobb County Fire Department for their approval.

## Fees

Part	Description	Fee Type	Fee
<i>A.200 Series</i>	<i>Surveying Phase Services</i>		
<i>A.215</i>	<i>Topographic Surveying</i>	<i>Lump Sum</i>	\$2,850.00
<i>A.400 Series</i>	<i>Design Phase Services</i>		
<i>A.430</i>	<i>Final Construction Documents Phase</i>	<i>Lump Sum</i>	\$6,000.00
		<b>Total</b>	<b>\$8,850.00</b>

### PART 2: ADDITIONAL SERVICES

#### *A2.01 Excluded From Part 1 Basic Scope of Services*

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or the Engineer's sub-consultants.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Services required as the result of the Client not furnishing a geotechnical report. We advise the Client of the need for a Geotechnical Engineer's evaluation of the site, which evaluation will be produced by Client's Geotechnical Engineer, at Client's expense.
4. Specific items excluded from this proposal include:
  - Construction phase revisions to unforeseen conditions;
  - Construction phase revisions to the erosion control plans due to contractor requested revision, hydrologic changes, and all other site revisions.
  - Utility relocation plans
  - Stormwater designs

#### *A2.02 Additional Service Fees*

1. The fees for additional services will be considered "Hourly Services" based on hourly rates, unless requested by the Client for a negotiated Lump Sum Fee.

**Exhibit "B"**

**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT effective as of **August 16, 2017** ("Effective Date") between:

Client: City of Powder Springs

Engineer: **Croy Engineering, LLC.**  
200 Cobb Parkway North  
Building 400, Suite 413  
Marietta, Georgia 30062

**FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:**

Project Address: **City of Powder Springs – City Hall ADA Modifications**

**Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:**

**ARTICLE 1 - SERVICES OF ENGINEER**

**1.01 Scope**

Engineer shall provide the Basic and Additional Services set forth herein and in Exhibit A.

**ARTICLE 2 - CLIENT'S RESPONSIBILITIES**

**2.01 General**

Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

**ARTICLE 3 - TIMES FOR RENDERING SERVICES**

**3.01 General**

Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

**ARTICLE 4 - PAYMENTS TO ENGINEER**

**4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer**

*For Basic Services:* Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

*For Additional Services:* Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified in or a Negotiated Lump Sum Fee for the Additional Services. Standard Hourly Rates can furnished upon written request.

*For Reimbursable Expenses:* Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

**4.02 Payments**

*Payment of Invoices: Invoices are due and payable upon receipt.* If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

*Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

**ARTICLE 5 - OPINIONS OF COST**

**5.01 Opinions of Probable Construction Cost**

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

**ARTICLE 6 - GENERAL CONSIDERATIONS**

**6.01 Standards of Performance**

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

**6.02 Geotechnical Subsurface Exploration**

Croy Engineering recommends that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations as Croy recommends, Croy will, working

in concert with the Client, perform the Civil Design to accommodate the Client's desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Croy will, at the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Croy by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that Croy is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

#### **6.03 Use of Documents**

All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

#### **6.04 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

#### **6.05 Controlling Law**

This Agreement is to be governed by the law of the state in which the Project is located.

#### **6.06 Successors, Assigns, and Beneficiaries**

Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **6.07 Dispute Resolution**

It is expressly agreed between Client and Croy Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that Croy Engineering may be involved in an Arbitration with other parties, that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should Croy Engineering be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

#### **6.08 Hazardous Environmental Condition**

To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

#### **6.09 Allocation of Risks**

**A.** Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

3. In addition to the indemnity provided under paragraph 6.08.A.2 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.08.A.4. shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

#### **B. Limitation of Engineer's Liability:**

**Engineer's Liability Limited to Amount of Engineer's Compensation.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

#### **6.10 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **6.11 Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

**6.12 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**6.13 Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS**

**7.01 Exhibits Included**

Exhibit "A" Scope of Services  
Exhibit "B" Professional Service Agreement

**7.02 Total Agreement**

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**ARTICLE 8 - ACCEPTANCE**

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client: \_\_\_\_\_

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

Croy Engineering, LLC.  
200 Cobb Parkway North  
Building 400, Suite 413  
Marietta, GA 30062



Representative: \_\_\_\_\_

Vice President of Engineering August 16, 2017 **08/22/2017**  
Title: \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit "C"**

Client: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address if Different than Above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Billing Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Information: \_\_\_\_\_

\_\_\_\_\_