

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: 12/5/24
Hearing Date: _____
Voting Date: _____

Department: Housing & Urban Development**Presenter(s) & Title:** Ken PattonHousing Initiatives Director**Agenda Item Title:**

Discussion of Proposals for Professional Services to Prepare 2 Concept Plans for the North Canton School Site

Summary:

The City Council requested staff to obtain proposals to prepare 2 concept plans for the North Canton School site. 1 concept plan was to include preserving the gymnasium building and providing parks-recreation opportunities for the remainder of the site. The 2nd concept plan was to include preserving the gymnasium, providing parks-recreation opportunities and also provide a housing component. Staff contacted and met on site with 3 consulting firms to discuss the site and preparation of the 2 concept plans.

Budget Implications:Budgeted? ☐ Yes ☐ No ☐ N/ATotal Cost of Project: Check if Estimated ☐Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: **Staff Recommendations:**

Staff recommends that the City Council approve the Keck & Wood proposal.

Reviews:Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No**Attachments:**

1. Council Agenda Cover Sheet 2. TSW proposal 3. Pond & Company proposal 3. Keck & Wood proposal



Agreement –Tippens Park Concept Plan

10/30/2024

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide The City of Canton (the Client) the following professional services associated with Tippens Park (7.49 acres) located at Glenwood Street, Canton, Georgia (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

I. SERVICES

The Consultant will provide the following services (the Services):

A. Concept Plan. TSW will develop two colored color plans with the following program elements.:

Concept A. TSW will develop a plan that illustrates park and recreation elements for the entire site. The following elements will be explored:

- Existing Gym to Remain
- Parking
- Soccer Field / Mini Pitch
- Playground
- Shade Pavilions
- Trails

Concept B: TSW will develop a plan that illustrates park and recreation elements on part of the site. Missing middle housing will be explored on the remainder of the site.

The following elements will be explored:

- Missing Middle Housing
- Existing Gym to Remain
- Parking
- Soccer Field / Mini Pitch
- Playground
- Shade Pavilions
- Trails

B. Cost Estimate. TSW will create a high level cost estimate for both concepts.

2. EXCLUSIONS

TSW will not be responsible for the following services:

- Topography, boundary, and tree surveys in DWG format (AutoCad)
- Legal description(s)
- Soils, utility, drainage, traffic and other engineering base studies
- Construction documents, permitting, and construction administration.

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the Services, an equitable adjustment will be made in Fees or in the Schedule, or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

A. The full length of this Agreement (the Schedule) is as follows:

Estimated dates: November 2024–December 2024

B. The Consultant will provide project deliverables on dates as agreed in Section 3 Services and Section 4.A above, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in production. Client delays could result in significant delays in delivery of finished work.

5. FEES

TSW agrees to provide the following services for a lump sum amount of \$9,200

The project timeline is 4 to 6 weeks for planning services outlined below.

Itemized Fee Below:

Concept Planning

A. Concept Plans	\$7,200
B. Cost Estimate	\$1,500
C. Expenses	\$500
Total	\$9,200

TSW Hourly Rate:

Principals	\$225/hour
Senior Associates	\$125/hour to \$160/hour
Associates	\$105/hour to \$125/hour
Staff	\$75/hour to \$125/hour

6. ADDITIONAL SERVICES

Work will be completed based on the Schedule. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any services that the Client requests that is not specified in Section 1 above will be considered an additional service. Such work requires written approval, an amendment to this Agreement and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 9 below.

9. COPYRIGHTS

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client. The Consultant shall retain the right to

use all copyrighted materials for marketing purposes.

10. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

12. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.

- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. DISPUTE RESOLUTION

A. Mediation

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section B.

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the

institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

14. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Adam Williamson

City of Canton

Date

Date

SITE PLAN:



November 7, 2024

Mr. Ken Patton
Housing Initiatives Director
City of Canton
770.704.1522
110 Academy Street, Canton, GA 30114
ken.patton@cantonga.gov

Re: Former Tippens Elementary School Site Development

Dear Mr. Patton,

Pond & Company (Pond) is pleased to present the City of Canton (City) with a proposal for concept site planning services for the former Tippens Elementary School property in North Canton. The City seeks to redevelop the site following the recent demolition of the school building. Proposed land uses on the site need to include the Tippens Park and Recreation Master Plan components (including a mini-soccer pitch), keeping the existing gym building on the site, looking at the site grading plan, and a variety of housing typologies—including duplexes, triplexes, and possibly quadraplexes—designed to align with current market demands in Canton.

POINT OF CONTACT:

Lilian Al Haddad will serve as the Project Manager and main point of contact at Pond, supported by Andrew Kohr, Principal-in-Charge.

Task 1: Existing Conditions Assessment

- Pond will start by analyzing the CAD-formatted survey provided by the City of Canton, which is expected to include:
 - Legal Boundaries
 - Above-Ground Elements
 - Topography
 - Utility Information
 - Tree Locations
- Pond will coordinate an in-person kick-off meeting with City staff at a mutually agreed location. This meeting will establish foundational site programming requirements, enabling alignment on the project's objectives and initial planning priorities.
- After the kick-off meeting, Pond will conduct an on-site assessment to confirm the accuracy of the survey data and identify any additional opportunities or constraints directly in the field. While City staff attendance is not necessary, their presence is welcomed for on-site discussions that might support immediate feedback and further insights.

Deliverables for Task 1:

- Existing Conditions Analysis summary, highlighting the site's current state based on survey data and the site visit.

Task 2: Concept Site Plan

- Pond will begin by examining the land's topography to determine the best grading approach, which is essential for effective site layout, stormwater management, and minimizing construction impact.
- We will create two concept-level site plan renderings. Each will include:
 - Circulation
 - Massing
 - Housing Typologies (shown on one alternative)
 - Breakdown of Uses
- We will also create an image preference board that supports the recommended design elements.
- Pond will share the initial concepts with the City, followed by a virtual meeting to discuss the plans, gather input, and identify preferences.
- It is our understanding that one concept will show park and site improvements, and the second concept will have an expanded footprint to include housing options.
- Pond will consolidate feedback and create a single preferred site plan rendering that incorporates City input inclusive of a refined image preference board.
- Pond will submit the refined concept plan to the City for final approval.
- Pond will address minor feedback, if any, then finalize and submit the agreed-upon site plan as the project's concluding deliverable.

Deliverables for Task 2:

- Illustrative site plan for the 2 site plan options
- Preferred concept site plan
- Document summarizing design process and site plan recommendations

Optional Tasks

- For an additional fee, Pond can create 3D renderings communicating site elements. These are priced per rendering below.
- For an additional fee we can provide a conceptual opinion of probable cost for the preferred alternative.

FEE STRUCTURE:

The **lump sum fee** to complete this project is broken down in the chart below. It includes professional design services and all project related expenses to complete the scope of work outlined above including labor and project related expenses. Pond will invoice the client monthly on a percent complete basis.

Tasks	Fees
Task 1 – Existing Conditions Assessment	\$3,000.00
Task 2 – Concept Site Plan	\$15,000.00
Total	\$18,000.00

Optional Services as needed	
1 3D Rendering	\$2,500.00
Opinion of Probable Cost	\$3,000.00

Conditions of Service:

- This proposal excludes a site survey and assumes it will be provided by the City in CAD format.
- Detailed design and engineering services are excluded from this proposal. However, if selected to perform the concept work, our team has the skills and capacity to advance the project through completed construction drawings if requested.
- 3D Renderings and cost estimation are not included as part of the scope but can be provided as optional services.
- The proposal excludes the following services:
 - Architectural design
 - Structural design
 - Roadway design, signal design, or traffic studies
 - Irrigation design
 - Lighting/electrical design
 - Stormwater management and hydrology study.
- Meetings, presentations, and site visits beyond those proposed in the scope above are excluded.
- No environmental site assessments (ESA) of any type are included. It is understood that any required environmental remediation will be completed by others. No environmental remediation plans or related design is included in this proposal.
- Any revisions requested by the City that change the design from that which was approved after acceptance of each design stage milestone, will be considered additional services, and require a contract revision.
- Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.

Please let us know if you have any questions and thank you again for your trust in our firm. If you would like to contract with Pond, please provide us with the City's standard contract for review and signature. Alternatively, we can provide Pond's standard terms and conditions if selected.

Sincerely,



Lilian Al Haddad, LEED AP ND
Senior Project Manager | PLACE
641.530.4782
Lilian.alhaddad@pondco.com



Andrew Kohr, PLA, ASLA
Principal
404.556.8758
Andrew.Kohr@pondco.com

November 14, 2024

Mr. Ken Patton
City of Canton
110 Academy St
Canton, GA 30114
Sent Via Email: ken.patton@cantonga.gov

Re: Proposal for Professional Services
North Canton Park Concepts

Dear Mr. Patton:

It is our understanding that the City of Canton intends to make improvements to redevelop the former North Canton School site. The City has requested two concepts be created with variation in programming. Concept 1 shall include renovations to the existing gymnasium and a wide dedication to parks and recreation. Concept 2 shall include renovations to the existing gymnasium, light parks and recreation amenities, and affordable housing. These concepts will take existing conditions, topography, and site constraints into account and include any necessary hardscape and landscape improvements to create connections and successful spaces. Keck & Wood will work closely with City Staff on programming and concept development of the North Canton School site.

Following is our detailed scope of services:

SCOPE OF SERVICES

Working with City of Canton, we will develop two (2) concept plans of the North Canton School site. One concept shall include renovations to the existing gymnasium building and focus on a wide dedication to parks and recreation. The second concept shall propose renovations to the existing gymnasium building, light parks and recreation amenities and an affordable housing component. Proposed amenities in both concepts will utilize the Parks and Recreation Master Plan adopted by the City of Canton. Possible amenities were discussed in a site meeting with Ken Patton & Kevin Turner, including a range of potential items such as: mini-pitch soccer field, children's playground, splash pad, skate/bike park, or passive trails. Landscape and hardscape improvements will also be drawn, including circulation, seating locations, and potential retaining walls. An estimate will be created to provide an opinion of probable construction cost upon finalization of each concept plan. The following tasks are associated with this phase of project development:

- Analyze existing conditions and documents. The background and information for these concepts will utilize information generated by other consultants. If possible, the City will furnish the following to Keck & Wood for inclusion in concept creation:
 - As-built survey in AutoCad (DWG) 2021 format or earlier
 - GIS data (such as streams, topography, utilities, etc.) in SHP file format
 - City of Canton Parks and Recreation Master Plan in PDF file format

- Create two (2) Black and White conceptual plans for North Canton Park including playground equipment concepts.
 - Concept 1 shall include renovations to the existing gymnasium and focus on dedicating the site to parks and recreation. The items to be included in this concept shall be drawn from data received during a site meeting previously held with KW and City representatives and the City of Canton Parks and Recreation Master Plan. Possibilities for recreation option include: splash pad, skate park, mini-pitch soccer, or playgrounds.
 - Concept 2 shall include existing gymnasium renovation, limited parks and recreation, and affordable housing.
- One (1) virtual or in-person meeting with City Staff to review the concept plans.
- Utilizing comments from City staff, black and white proofs will be sent to the City for final approval prior to color rendering.
- Two (2) estimates of probable construction cost, one based on each conceptual drawing.
- Submit the final, approved digital 24" x 36" color rendered plan graphic and estimates of probable cost to the City.

FEE SCHEDULE

Compensation for work performed shall be according to the fees noted below. The attached Terms and Conditions apply to this contract. Our proposed fees are as follows:

1. North Canton Park – Two (2) Concepts \$18,850.00

Again, thank you for this opportunity to submit on this exciting work. If you have any questions or need additional information, please call.

Sincerely,
KECK & WOOD, INC.



Greg Sistrunk, PE
Vice President

ACCEPTED by City of Canton

This _____ day of _____, 2024

By: _____

Title: _____

Attachments: Terms and Conditions
2024 Standard Hourly 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.

2024 Standard Rate Schedule

Principal	\$255.00
Senior Engineer 2.....	\$230.00
Senior Engineer 1	\$210.00
Engineer 2.....	\$185.00
Engineer 1	\$165.00
Staff Professional 2.....	\$150.00
Staff Professional 1	\$135.00
Senior Landscape Architect 2	\$205.00
Senior Landscape Architect 1	\$185.00
Landscape Architect 2	\$170.00
Landscape Architect 1	\$155.00
Landscape Professional 2.....	\$145.00
Landscape Professional 1	\$130.00
Senior Planner 2.....	\$205.00
Senior Planner 1	\$185.00
Planner 2.....	\$170.00
Planner 1	\$155.00
Planning Professional 2.....	\$145.00
Planning Professional 1	\$130.00
Technician Manager	\$160.00
Senior Field Technician	\$140.00
Field Technician	\$115.00
GIS Technician.....	\$95.00
CAD Technician	\$85.00
Staff Designer 2.....	\$85.00
Staff Designer 1	\$75.00
Registered Land Surveyor.....	\$165.00
2-Man Survey Crew	\$165.00
1-Man Survey Crew	\$115.00
Survey Technician 2	\$110.00
Survey Technician 1	\$90.00
Construction Observer.....	\$100.00
2-Man Mapping Crew	\$140.00
1-Man Mapping Crew	\$80.00
Clerical/Administrative Staff 2	\$100.00
Clerical/Administrative Staff 1	\$90.00
IT Specialist.....	\$150.00
Office Financial Manager	\$120.00
Controller	\$200.00
Human Resources.....	\$200.00
Marketing Director	\$200.00
Proposal Manager.....	\$120.00