

**AGREEMENT BETWEEN
KREBS ENGINEERING, INC. AND CITY OF NEWNAN
FOR REVITALIZATION OF WADSWORTH ALLEY**

This Agreement dated the 7th day of July 2023, between Krebs Engineering, Inc. ("Krebs") and the City of Newnan ("Client").

RECITALS

The Client and Krebs desire to enter into a general agreement to provide professional engineering and related services and establish a framework for Krebs to provide those services.

AGREEMENT

The Client and Krebs hereby agree this Agreement establishes the terms, conditions, and arrangements for Krebs to provide professional engineering services associated with a civil/site design improvements to Wadsworth Alley in Newnan, Georgia.

ARTICLE 1 - PROJECT DESCRIPTION

The project generally consists of storm water improvements consisting of a rock lined channel for conveying storm water from roof leaders to an existing sidewalk that discharges to Madison Street for collection in existing storm inlets. Project further includes construction of a new sidewalk to provide access to alley facing business entrances. It is anticipated that the Owner will self-perform construction of the improvements. A conceptual layout of the proposed improvements is shown in the attached Figure 1.

ARTICLE 2 - SCOPE OF SERVICES

The scope of professional engineering services will include survey services, design services and construction administration services if requested by the city.

Section 2.1 – Survey Services

1. Generation of a topographic survey.
2. Marked underground utilities (SUE Level "B")
3. Survey services exclude boundary information and easement preparation

Section 2.2 – Design Services

1. Visit the site and review the existing conditions.
2. Storm Model development.
3. Storm Report development.
4. Design of new rock lined channel.
5. Sidewalk and Grading design.

Section 2.3 – Construction Period Services

Construction Period Services begin upon submission of the deliverables to the Client and governing agencies. Construction period services to be provided if requested by the Client.

1. Construction Period Services to include submittal review, responding to contractor RFIs, and site visits for a 30 day project construction period.

2.3.1 - Bid Period Services

Bid period services are not included in this proposal. It is anticipated that the Owner will self-perform the construction of the project.

2.3.2 - Construction Review Services

1. Provide the location of horizontal and vertical control (reference points and benchmarks) for use by the Contractor in his layout of the work.
2. General review of the work through a licensed professional, who will make periodic reviews at the site of the work as construction of the project progresses.
3. Review and forward to the Client a copy of each reviewed shop drawing, equipment drawing, material specification, working, laboratory test report, and shop and mill test report submitted by the Contractor.
4. Note and report to the Client any observed deviations from the intent of the Plans and Specifications, and recommend to the Client any appropriate action to be taken by the Client.
5. Review and present to the Client for payment the Contractor's periodic and final estimates of work performed on the project.
6. Upon completion of the work, prepare a "punch list" of items of work, if any, to be corrected by the Contractor.
7. Coordinate with the Contractor the correction of any items of work required to complete the project in substantial accordance with the intent of the Plans and Specifications.
8. Preparation of Record Drawings, if requested.

Section 2.4 - Deliverables

Krebs will provide the following deliverables to the Client:

1. One (1) complete electronic set of plans and specifications in PDF format
2. One (1) complete electronic copy of hydrology/stormwater report in PDF format
3. One (1) recommendation letter regarding the award of the construction contract
4. Four (4) sets of construction contract documents for execution
5. One (1) "punch list" of items of work, if any, to be corrected by the contractor

Section 2.5 – Services Not Provided

Krebs will not provide the services listed below unless described in the Scope of Services.

2.5.1 – Materials Testing

Materials Testing services include, but are not limited to: Mill, shop, and laboratory testing for metallurgical, chemical, and physical characteristics of materials, coatings, welds, and manufactured/fabricated articles or equipment.

2.5.2 – Miscellaneous Surveys/Assessments/Studies

Miscellaneous Surveys/Assessments/Studies services include, but are not limited to: Surveys/assessments/studies related to cultural or historical artifacts or remains, endangered animal or vegetative species, wetland delineation or identification, population or economic status, traffic volumes, environmental conditions, or preparation of environmental impact statements.

2.5.3 – Geotechnical Investigations

Geotechnical investigations include, but are not limited to: Soils or rock sampling and borings, geological or geotechnical studies, laboratory tests or analyses concerning soils or geotechnical conditions, and establishing acceptable soil bearing pressures.

2.5.4 – Property Surveying

Property surveying services include, but are not limited to: Property records research, easement records research, title records research, field surveys of property/boundary lines, field surveys of existing or proposed easements, preparation of property or easement plats, and preparation of property or easement descriptions. Property surveying services do not include topographic surveys necessary for engineering studies, engineering designs, and preparation of plans and specifications of improvements which are part of the scope of services.

2.5.5 – Litigation Services

Litigation services include but are not limited to: Preparation for or appearances before courts or boards on litigation related to the work, except when related to negligent errors and/or omissions by Krebs.

ARTICLE 3 - BASIS OF COMPENSATION

Compensation paid to Krebs for completing the scope of services included in this Agreement will be as follows:

Section 3.1 – Lump Sum Fee

Lump sum based compensation will be a fixed fee that includes labor costs, overhead costs, direct job expenses, subconsultant expenses, and profit.

A lump sum fee of Twenty Five Thousand Five Hundred dollars (\$25,500.00) will be paid to Krebs as compensation for:

1. Survey Services (\$6,500)
2. Design Services (\$19,000)

Section 3.2 - Time Charge Fee

Time charge based compensation will be computed using the attached Krebs Standard Hourly Billing Rates/Charges (Hourly Rate) in effect at the time services are rendered plus direct job expenses and subconsultant expenses.

Fees determined on the basis of time charges plus direct job expenses and subconsultant expenses will be paid to Krebs as compensation for:

1. Construction Administration Services (\$4,000 – estimated value)
2. Additional services as requested by the owner.

Section 3.3 – Direct Job Expenses

Direct job expenses are expenses accrued by Krebs during the performance of the services, other than expenses related to wages. Direct job expenses may include, but not be limited to, travel and subsistence allowances paid to Krebs employees, costs for document reproduction, municipal and county recording fees, municipal and county plan review fees, municipal and county permitting fees, and mailing and shipping costs. Direct job expense items will be billed at cost plus 15 percent (1.15 multiplier).

Section 3.4 – Subconsultant Expenses

Subconsultant expenses are fees paid to professionals and specialized firms that provide the assistance required by Krebs for the completion of the services. Subconsultant expenses will be billed at cost plus 15 percent (1.15 multiplier).

Section 3.5 - Payment for Services

Krebs will periodically furnish the Client invoices, which will include an itemized statement of costs and charges for completed portions of the scope of services. The Client will remit payment to Krebs within thirty (30) days of receipt of invoice.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

Section 4.1 - DESIGNATED REPRESENTATIVES

The Client and Krebs will respectively designate a person to act as the designated representative of the Client and Krebs in matters relating to the performance of professional services.

Section 4.1.1 - Client Representative

Abigail Strickland
Main Street Manager
6 First Avenue
Newnan, GA 30263
Office: 678-673-5438
Email: astrickland@newnanga.gov

Section 4.1.2 - Krebs Representative

Jarred Jackson
15 LaGrange Street
Newnan, GA 30263
Office: 470-724-5050
Cell: 404-431-9525
Email: Jarred.Jackson@KrebsEng.com

Section 4.2 –Client Responsibilities

4.2.1 – Access

The Client will arrange for and make all provisions necessary for Krebs' access to and entrance upon all public and private property as may be required to enable Krebs to perform the scope of services.

4.2.2 – Permit/Review Fees

The Client will pay all permit and review fees required by agencies that have jurisdiction concerning the work related to Krebs' scope of services.

4.2.3 – Advertisement Costs

The Client will pay all costs associated with placing "Advertisements for Bids" or other required notices in newspapers, construction journals, or other media outlets.

4.2.4 – Materials/Product Tests

The Client will pay all costs associated with tests of the components of its facilities as may be reasonably required for Krebs to perform the scope of services.

4.2.5 – Provide Information

The Client will provide to Krebs all information in its possession that Krebs informs the Client is needed and related to the scope of services.

Section 4.3 – Insurance

Krebs will maintain insurance coverage for Workman's Compensation, General Comprehensive Liability, Automobile Liability, and Errors and Omissions. When requested, Krebs will furnish a copy of the certification of coverage.

Section 4.4 – Indemnification

Krebs shall indemnify and hold the Client harmless from any claims or damages resulting from negligent acts, errors, omissions, or breach of duty by Krebs in the performance of the scope of services.

Section 4.5 - Subconsultants/Assistants

Krebs has the right to contract subconsultants or assistants deemed proper in the performance of the scope of services, and the services of said subconsultants or assistants are to be paid for by Krebs.

Section 4.6 – Applicable Laws

Krebs will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Krebs. Krebs hereby agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Section 4.7 – Legal Services

The Client agrees to furnish legal services required in connection with the work, which is the subject of this Agreement as it represents the interest of the Client. Krebs will provide legal services in connection with the work, which is the subject of this Agreement as it represents the interest of Krebs.

Section 4.8 – Safety

Krebs will not act as safety engineers for the Client, nor will they be responsible for establishing safety practices or prescribing safety measures for the Client's contractors. The presence of

Krebs' personnel at the site of the work does not imply approval or acceptance of the Contractor's means or methods of construction or the Contractor's safety practices.

Section 4.9 - Record Drawings

Record Drawings of constructed work will consist of revisions to design drawings and will have been prepared based upon information compiled from Krebs' records of the work, the Client's records of the work, and information provided by the Contractor. Record Drawings are intended to be reference material for the Client's own purposes. Record Drawings are not represented as exact documentation of every detail of the constructed work, but rather they will be the result of Krebs' concerted efforts to compile and incorporate information about the completed work which Krebs had in its possession at the time the Record Drawings were prepared. Krebs will prepare Record Drawings when included in the scope of services.

Section 4.10 – Changes in Completed Work

Should the Client direct Krebs to make changes to work product which both the Client and Krebs agree had been previously completed, or if the Client orders redesign or modification of plans, specifications, or permits which have been approved by jurisdictional agencies, the effort expended and costs incurred by Krebs to comply with the Client's directives will be considered to have resulted from changes in completed work. If such changes in completed work occur, the Client and Krebs will negotiate an equitable adjustment in (1) the project schedule, (2) the fees paid to Krebs, and (3) the reimbursement of direct costs incurred by Krebs, attributable to said changes.

Section 4.11 – Changes in Scope of Services

The Client may direct Krebs to increase or decrease the scope of services included in this Agreement. When such change in the scope of services is directed, the Client and Krebs will negotiate an equitable adjustment in (1) the project schedule, (2) the fees paid to Krebs, and (3) the reimbursement of direct costs incurred by Krebs, attributable to the said change in the scope of services.

Section 4.12 – Ownership/Use of Documents

All reports, plans, specifications or other deliverables prepared by Krebs and provided to the Client in connection with providing the scope of services will be produced specifically for use in fulfilling the terms of the scope of services. Reports or other memoranda will be for reporting information to the Client as described in the scope of services, and/or plans and specifications will be for the construction of improvements by the Client as described in the scope of services. Payment of fees by the Client to Krebs entitles the Client to use said documents as its property for the documentation of information and/or construction of facilities that are the subject of the scope of services. The Client hereby agrees that the documents will be used for no purpose other than as stated hereinabove, and Krebs will not be held responsible for claims or damages resulting from any unauthorized use of the documents.

Section 4.13 - Termination

The Client or Krebs shall have the right to terminate this Agreement regardless of cause provided: (1) written notice of the decision to terminate is delivered to the other party by certified mail, and

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(2) not less than ten (10) days is allowed for consultation between the Client and Krebs before the termination becomes effective.

If termination is effected for convenience by either party, Krebs will provide to the Client all data, drawings, specifications, reports, estimates, summaries, and such other information and materials accumulated by Krebs in the performance of services, and the Client will pay Krebs for all services completed and expenses incurred or accrued through the date the notice of intent to terminate is delivered. Such payment to Krebs shall be an equitable adjustment of the fee described in this Agreement based upon the services completed, but no amount will be allowed for anticipated profit on unperformed services.

If termination is effected by the Client due to substantial failure by Krebs to fulfill its obligations under this Agreement through no fault of the Client, the adjustment in fee may be further adjusted to the extent of any additional costs occasioned to the Client by reason of Krebs' default. If after termination it is determined Krebs had not so failed, the Client will pay to Krebs the additional costs previously withheld as being attributable to Krebs' alleged default.

The Client may take over the work and prosecute the same to completion by Agreement with another party or otherwise. Any work taken over by the Client will be completed at the Client's risk, and the Client will hold Krebs harmless from all claims and damages arising out of improper use of Krebs' work.

Section 4.14 – Severability

If any judicial proceeding declares a provision of this Agreement to be invalid, illegal, or unenforceable, the remainder of the Agreement will continue to be binding upon the Client and Krebs.

Section 4.15 – Agreement and Amendments

This Agreement constitutes the entire Agreement between the Client and Krebs and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by written instrument mutually agreed upon and executed between the Client and Krebs.

EXECUTION

The Client and Krebs have caused their respective duly authorized representatives to execute and attest this Agreement effective on the date first written above.

CLIENT
City of Newnan
BY:

Hasco Craver IV, Assistant City Manager

ATTESTED
BY:

KREBS ENGINEERING, INC.
BY:



Jarred Jackson, Senior Associate

ATTESTED
BY:



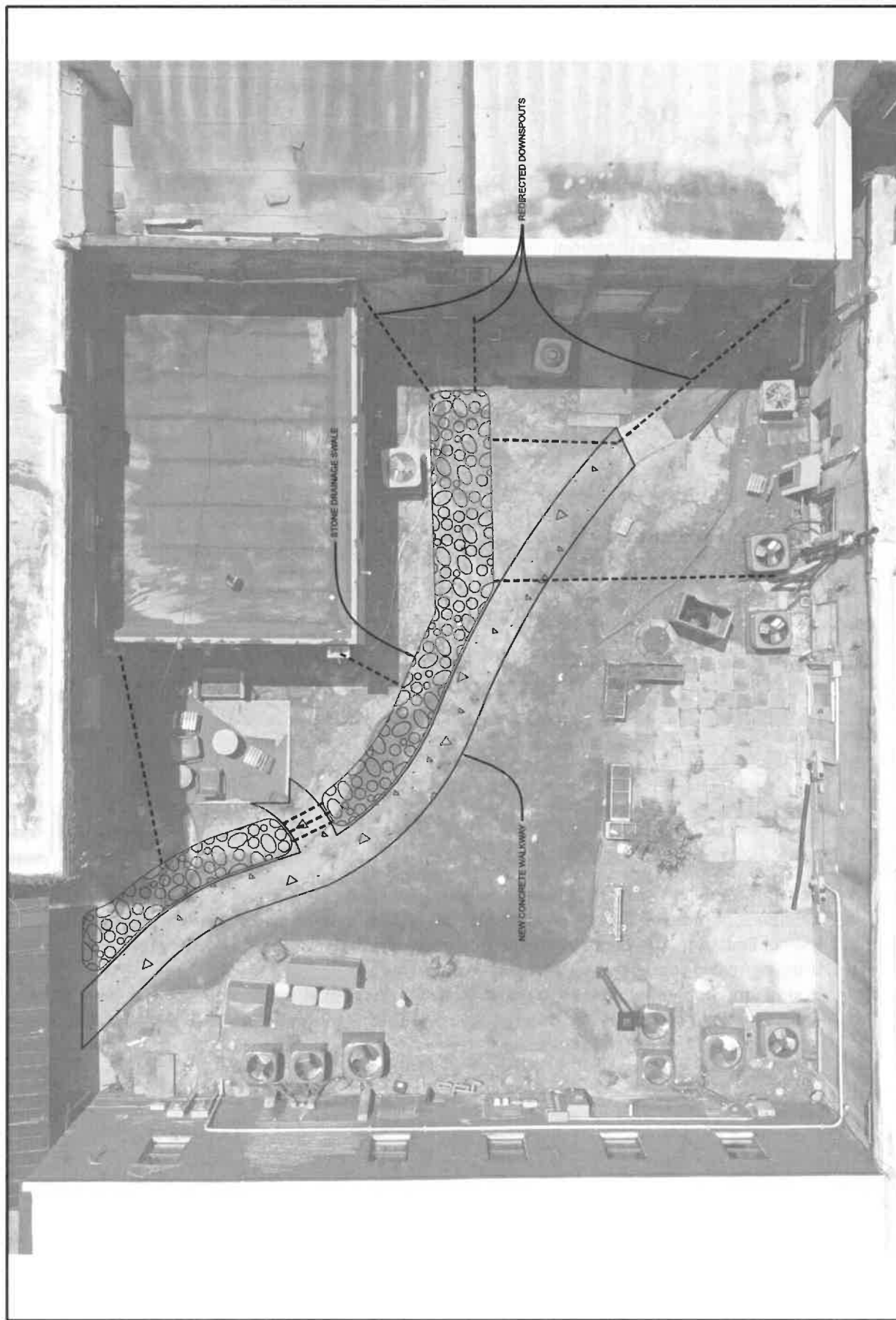
Ray Womack, Senior Associate



Standard Hourly Billing Rates Effective January 2023	
Classification	Hourly Rate
Senior Associate	\$200
Associate	\$190
Senior Project Engineer	\$160
Project Engineer	\$145
Engineer	\$125
Engineering Intern	\$75
Field Representative I	\$105
Field Representative II	\$115
Senior CAD Designer	\$120
CAD Designer	\$110
Administrative	\$85
Mileage	\$0.655/mile

Notes:

1. Hourly rates do not include reimbursable items.
2. Reimbursable items will be billed at cost x 1.15. Examples of reimbursable items include, but are not limited to, sub-consultant expenses, copying/printing, state/city/county fees, shipping/mailling costs, travel expenses, etc.
3. Hourly rates apply to work time, travel time, and time spent at public meetings and hearings.
4. Rates for expert testimony and other miscellaneous legal work will be the above listed hourly rates x 2.0.



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GEORGIA COWETA COUNTY

THIS AGREEMENT, made and entered into this ____ date of _____, 2023, by and between the Downtown Development Authority of the City of Newnan, Georgia, hereinafter called "DDA", and Bike Coweta, A Georgia non-profit corporation.

WITNESSETH:

WHEREAS, the governing bodies of the DDA and Bike Coweta are mutually interested in advocating on behalf of downtown Newnan, visitors, residents and cyclists; and

WHEREAS, said DDA and Bike Coweta are authorized to enter into an agreement convenient to and cooperate in providing for adequate services for the Rock & Road Festival.

NOW, THEREFORE, in consideration of the premises, said DDA and Bike Coweta agree to cooperate with each other in carrying out the above purpose, and to that end agree as follows:

1. The DDA agrees as follows:

- a) To include the Rock & Road Festival on Main Street Newnan's 2024 Event Calendar, including on promotional items such as cups, magnets, posters, etc.; and
- b) To promote the Rock & Road Festival on Main Street Newnan's social media pages up to 4 times within a 90-day timeframe leading up to the event; and
- c) To promote the Rock & Road Festival to the downtown district via email blast and newsletter updates within a 60-day timeframe leading up to the event; and
- d) To host 1 pre-event info session for downtown businesses/residents within a 30-day timeframe leading up to the event; and
- e) To appoint a City staff member as an advisory member to the Rock & Road Festival event planning committee; and
- f) To sponsor the Rock & Road Festival at a value of \$_____

2. Bike Coweta agrees as follows:

- a) To include the Main Street Newnan logo on all promotional materials for the Rock & Road festival, including on t-shirts, banners, posters, event website, etc.; and
- b) To promote Main Street Newnan via 1 dedicated social media post highlighting Main Street Newnan as an event partner; and
- c) To include a City staff member as an advisory member to the Rock & Road Festival event planning committee; and
- d) To offer 2 VIP Access tickets for use by City staff/DDA; and
- e) To allow for Main Street Newnan promotional materials to be included in the VIP Access area; and
- f) To allow for Main Street Newnan promotional materials to be included in check-in swag bags for events

3. This agreement will expire at midnight December 31, 2024 unless terminated sooner. DDA or Bike Coweta may terminate this Agreement at any time for its convenience by giving the other party thirty (30) days written notice of its intention to so terminate.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly recorded resolutions, the parties hereto have caused this agreement to be executed on their behalf.

DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Chair

BIKE COWETA

By: _____
President