

**Lilburn Downtown Development Authority  
Meeting Agenda**

**August 19, 2020 at 6:30 p.m.  
Zoom Conference**

## **Zoom Meeting Information**

### **Join Zoom Meeting**

[HTTPS://ZOOM.US/J/92724385175?PWD=DMZHZWFTRHO2QMVM1JGANI3CZH1UT09](https://zoom.us/j/92724385175?pwd=DMZHZWFTRHO2QMVM1JGANI3CZH1UT09)

**Meeting ID: 927 2438 5175**

**Password: 142754**

### **One tap mobile**

**+13126266799,,92724385175#,,,,0#,,142754# US (Chicago)**

**+16465588656,,92724385175#,,,,0#,,142754# US (New York)**

## **Work Session Agenda**

**6:30 p.m.**

- I. Call To Order
- II. Training With Georgia Municipal Association's Economic Development Manager And Georgia Placemaking Collaborative Program Manager, Stephanie Aylworth
- III. Adjournment

## **Meeting Agenda**

**Immediately following work session.**

- I. Call To Order
- II. Approval Of Agenda
- III. Approval Of Minutes
  1. DDA Meeting Minutes 7/15/2020

Documents:

IV. Old Business

1. Financial Report - July 31, 2020

Documents:

[2020 FINANCIAL REPORTS\\_THRU JULY.PDF](#)

2. Update - DDA Property

3. Update - Lilburn Community Improvement District & Lilburn Community Partnership

4. Update - Development Activities

V. New Business

1. Approval To Purchase Professional Design Services For Main Street And Railroad Ave In An Amount Not To Exceed \$34,550

The City and the DDA will partner on the design and joint funding to complete the Main Street streetscape engineering and bid specifications, Railroad Avenue streetscape engineering and bid specifications, public parking lot engineering and bid specifications, and new roadway connection between Railroad Ave and First Ave via Velva Way. Precision Planning will complete the scope of work for \$79,310.00. Gwinnett County has agreed to reimburse \$10,210.00 for design and engineering services related to stormwater, and the City has agreed to split the remaining cost 50/50 with the DDA. The total cost to the DDA is not to exceed \$34,550.00.

Staff recommends the following: Motion to approve purchase of professional design services from Precision Planning in an amount not to exceed \$34,550.00. Further, authorize the Chairman to execute contract and/or agreements(s) on behalf of the DDA.”

Documents:

[AGENDA ITEM 1- AGENDA FORM - PPI DESIGN SERVICES.PDF](#)  
[LILBURN MAIN ST RR AVE PROPOSAL REVISED.PDF](#)

VI. Old Town Updates

VII. Public Comment

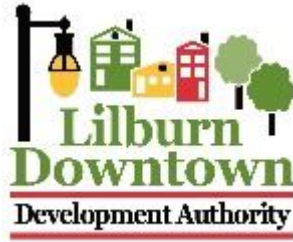
VIII. Executive Session (If Needed)

IX. Adjournment

*As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. City Clerk, 340 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 35.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.*

*The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to City Clerk, 340 Main*

Street, Lilburn, GA 30047, telephone number 770-921-2210.



**Lilburn Downtown Development Authority  
Meeting Minutes  
July 15, 2020**

**DRAFT**

**Lilburn City Hall, 340 Main St., Lilburn, GA 30047  
Work Session at 6:30 p.m.  
Zoom Meeting**

7/15/2020 - Minutes

## **Zoom Meeting Information**

### **Work Session Agenda**

- I. Call To Order  
Chairman Elmer Nash called the meeting to order at 6:32 p.m.
- II. Training With Georgia Municipal Association's Economic Development Manager And Georgia Placemaking Collaborative Program Manager, Stephanie Aylworth
- III. Adjournment  
Chairman Elmer Nash closed the work session at 7:23 p.m.

### **Meeting Agenda**

- I. Call To Order

Chairman Elmer Nash called the meeting to order at 7:40 p.m.

Assistant City Manager, Jenny Simpkins, administered the oath of office for board members Tom Mills and Joe Nocera.

Present:

- Elmer Nash, Chairman
- Hugh Wilkerson, Board Member
- Scott Mecredy, Board Member
- Mark DeArmon, Board Member
- Joe Nocera, Board Member
- Tom Mills, Board Member
- Eddie Price, Councilmember
- Jenny Simpkins, Assistant City Manager
- Melissa Penate, City Clerk
- Brian Burchik, Main Street Manager

## II. Approval Of Agenda

A motion to approve the agenda for the DDA meeting July 15, 2020, with the addition of agenda item 4 was made by Board member DeArmon, seconded by Board member Wilkerson.

**Motion passed with a 6-0 vote.**

## III. Approval Of Minutes

### 1. June 30, 2020 DDA Draft Meeting Minutes

A motion to approve the DDA meeting minutes from June 30, 2020, was made by Board member DeArmon, seconded by Board member Wilkerson.

**Motion passed with a 6-0 vote.**

## IV. Old Business

### 1. Financial Report – June 30, 2020

A motion to approve the June 2020 financial report was made by Board member DeArmon, seconded by Board Member Mecredy.

**Motion passed with a 6-0 vote.**

### 2. Update - DDA Property No further discussion.

### 3. Update - Lilburn Community Improvement District & Lilburn Community Partnership No further discussion.

### 4. Update - Development Activities No further discussion.

## V. New Business

Added Agenda Item 4:

Assistant City Manager, Jenny Simpkins, called for a motion to approve the purchase of conceptual design services from the monument signs from Big Mouth Incorporation for \$1,000.

A motion to approve the purchase of conceptual design services for the monument signs from Big Mouth Incorporated in the amount of \$1,000 was made by Board member DeArmon, seconded by Board member Mecredy.

**Motion passed with a 6-0 vote.**

### 1. Approval To Purchase Street Sign Toppers And Column Insets (Simpkins)

A motion to approve the purchase of street sign toppers and column insets was made by Board member DeArmon, seconded by Board member Wilkerson.

**Motion passed with a 6-0 vote.**

### 2. Approval To Purchase Old Town Banners (Simpkins)

A motion to approve the purchase of banners for Old Town was made by Board member DeArmon, seconded by Board member Wilkerson.

**Motion passed with a 6-0 vote.**

3. Approval To Purchase Professional Services For Monument Sign Engineering And Specifications In An Amount Not To Exceed \$3,000 (Simpkins)

A motion to approve the purchase of professional services for monument sign engineering and specifications in an amount not to exceed \$3,000 was made by Board member Dearmon, seconded by Board member Price.

**Motion passed with a 6-0 vote.**

- VI. Old Town Updates  
No further discussion.

- VII. Public Comment  
None.

- VIII. Executive Session (If Needed)  
None.

- IX. Adjournment

A motion to adjourn at 8:35 p.m. was made by Board member Mecredy, seconded by Board member DeArmon.

**Motion passed with a 6-0 vote.**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Jenny Simpkins, Recording Secretary  
Assistant City Manager

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Elmer Nash, DDA Chairman

**Lilburn DDA BB&T Bank Account**

Beginning Balance @ 1/31/2020 \$ 13,735.68

Date	Description	Credits	Debits	
2/4/2020 DEPOSIT	Seed Capital Investments	\$ 981.75		
	1910 Public House	\$ 1,435.00		
2/11/2020 DEPOSIT	4865 Velva Way	\$ 500.00		
	Agavero Bus	\$ 2,500.00		
2/19/2020 WIRE	Wire transfer from Cadence (close Cadence account)	\$ 10,481.03		
2/21/2020 SERVICE CHARGE	Cadence fee for wire transfer		\$ (12.00)	
2/25/2020 CK #2000	Escrow - Carothers - 57 Railroad Ave		\$ (10,000.00)	
2/28/2020 DEPOSIT	Agavero Bus	\$ 2,500.00		
	1910 Public House	\$ 1,435.00		
		<b>\$ 19,832.78</b>	<b>\$ (10,012.00)</b>	<b>\$ 23,556.46</b>

Beginning Balance @ 2/28/2020 \$ 23,556.46

Date	Description	Credits	Debits	
3/2/2020 CK #2001	Lighthouse Company - former financials		\$ (225.00)	
3/10/2020 DEPOSIT	4865 Velva Way	\$ 500.00		
	Seed Capital Investments	\$ 981.75		
3/12/2020 CK# 2002	Dream Friends Entertainment - Easter Bunny		\$ (275.00)	
3/19/2020 DEPOSIT	Agavero Bus	\$ 2,500.00		
3/23/2020 SERVICE CHARGE	BB&T fee for wire transfer		\$ (20.00)	
3/26/2020 CK#2005	City of Lilburn Capital Proj. Fund - reimburse sewer at 4865 Velva		\$ (495.00)	
		<b>\$ 3,981.75</b>	<b>\$ (1,015.00)</b>	<b>\$ 26,523.21</b>

Beginning Balance @ 3/31/2020 \$ 26,523.21

Date	Description	Credits	Debits	
4/1/2020 CK#2006	Gift Galore - 20% cancellation fee		\$ (412.00)	
4/10/2020 DEPOSIT	Bonaventure Construction - final payment on Townswalk	\$ 62,486.25		
4/17/2020 DEPOSIT	4865 Velva Way (4/2020 rent)	\$ 500.00		
4/28/2020 DEPOSIT	Seed Capital Investments	\$ 1,963.50		
		<b>\$ 64,949.75</b>	<b>\$ (412.00)</b>	<b>\$ 91,060.96</b>

Beginning Balance @ 4/30/2020 \$ 91,060.96

Date	Description	Credits	Debits	
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5/1/2020 CK#2010	City - amount owed for advance funds for Townswalk		\$	(57,000.00)	
5/5/2020 CK#2008	United Consulting - Environmental Assessment Level I		\$	(4,650.00)	
5/5/2020 CK#2009	Precision Planning - Survey for 55 Railroad Ave		\$	(4,967.16)	
5/5/2020 CK#2007	Hilltop Design - Payment 1 of 2 for logo and design guide		\$	(612.50)	
5/8/2020 CK#2011	Jimi Taylor - Reimbursement for lunch for public safety		\$	(344.64)	
5/13/2020 DEPOSIT	4865 Velva Way		\$	500.00	
5/22/2020 CK#2012	City - reimburse for legal services		\$	(4,462.00)	
			\$	500.00	\$ (72,036.30) \$ <b>19,524.66</b>

<b>Beginning Balance @ 5/29/2020</b>				<b>\$</b>	<b>19,524.66</b>
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Date	Description	Credits	Debits		
6/1/2020 CK#2013	Logic Environmental - Environmental Assessment Level II		\$	(5,175.00)	
6/4/2020 DEPOSIT	City of Lilburn - Cap Proj Fund (\$425,000) Advance for 4845 First and 4855 Velva purchase and 1910 Public House (\$1,435)	\$	426,435.00		
6/11/2020 CK#2015	Elmer Nash - Close on 4845 First and 4855 Velva		\$	(420,854.62)	
6/15/2020 DEPOSIT	4865 Velva Way - July 2020 Rent	\$	500.00		
6/15/2020 DEPOSIT	Interest - Seed Capital \$981.75) and Agavero Bus Rent (\$2,500) for June 2020	\$	3,481.75		
6/26/2020 DEPOSIT	Seed Capital - \$50,000 toward \$588,750 (down to \$538,750 owed to DDA)	\$	50,000.00		
6/26/2020 WIRE	Eubanks purchase of Lilburn Township (Res portion only)	\$	1,499,630.07		
6/30/2020 CK#2017	UGA - Design Railroad Ave		\$	(858.00)	\$ <b>1,572,683.86</b>

<b>Beginning Balance @ 6/30/2020</b>				<b>\$</b>	<b>1,572,683.86</b>
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Date	Description	Credits	Debits		
7/2/2020 DEPOSIT	July rent for Apts. 2, 3, 4 plus July and Aug rent for Apt. 1	\$	500.00		
7/6/2020 CK#2021	City of Lilburn - Cap Proj Fund - to pay city for 4 properties that were transferred by the City to the DDA on 6/1/2019		\$	(1,141,403.16)	
7/6/2020 CK#2022	City of Lilburn - Cap Proj Fund - to clear "due to" City for advancing funds for DDA to purchase 4865 Velva Way		\$	(196,891.00)	
7/7/2020 DEPOSIT	Rent to Own - 1910 Public House (June 2020)	\$	1,435.00		
7/8/2020 DEPOSIT	July Rent Agavero Bus (2500) & July Interest Seed Capital (981.75)	\$	3,481.75		
7/9/2020 CK#2019	Carothers & Mitchell - legal services		\$	(332.50)	
7/9/2020 CK#2020	City of Lilburn - Gen Fund - to clear "due to" re: Township		\$	(50.00)	
7/13/2020 CK#2018	P.J. Kreiger Engineers - design for Main Street streetscape		\$	(3,000.00)	
7/20/2020 CK#2016	Hilltop Design - Payment 2 of 2 for logo and design guide		\$	(612.50)	



7/21/2020 SRVC CHRG	Service Charge for Wire Transfers		\$	(20.00)	
7/29/2020 DEPOSIT	July rent - 4865 Velva Way	\$	500.00		
		\$	5,916.75	\$ (1,342,309.16)	\$ <b>236,291.45</b>
<b>Beginning Balance @ 7/31/2020</b>					<b>\$ 236,291.45</b>

**LILBURN DDA  
AGENDA ITEM 1**

<b>Date:</b>	8/18/2020	<b>To: Lilburn DDA</b>	8/18/2020
<b>From:</b>	Jenny Simpkins	<b>Department:</b>	City Manager's Office
<b>Work Session/Reg. Mtg. Date Requested:</b>	8/19/2020	<b>Presenter:</b>	Jenny Simpkins
<b>Agenda Title:</b>	<b>Approval to Purchase Professional Design Services for Main Street and Railroad Ave in an amount not to exceed \$34,550</b>		
<b>Audio/Visual Requirements:</b>	n/a	<b>Deadline Date:</b>	n/a

<b>Agenda Item (Background/History/Details):</b>
<p>The City and the DDA will partner on the design and joint funding to complete the Main Street streetscape engineering and bid specifications, Railroad Avenue streetscape engineering and bid specifications, public parking lot engineering and bid specifications, and new roadway connection between Railroad Ave and First Ave via Velva Way. Precision Planning will complete the scope of work for \$79,310.00. Gwinnett County has agreed to reimburse \$10,210.00 for design and engineering services related to stormwater, and the City has agreed to split the remaining cost 50/50 with the DDA. The total cost to the DDA is not to exceed \$34,550.00.</p>

<b>Staff Recommendations:</b>
<p>Staff recommends the following: Motion to approve purchase of professional design services from Precision Planning in an amount not to exceed \$34,550.00. Further, authorize the Chairman to execute contract and/or agreements(s) on behalf of the DDA.”</p>

<b>Department Head Approval:</b>	<b>J. Simpkins</b>
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<b>DDA Signature Required:</b>	<b>YES</b>	NO
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<b>List Attachments:</b>
<b>1. Precision Planning Proposal</b>



Revised August 18, 2020

Mr. Bill Johnsa, City Manager  
Ms. Jenny Simpkins, Assistant City Manager  
City of Lilburn  
340 Main Street  
Lilburn, GA 30047  
[bjohnsa@cityoflilburn.com](mailto:bjohnsa@cityoflilburn.com)  
[jsimpkins@cityoflilburn.com](mailto:jsimpkins@cityoflilburn.com)

**Re: Lilburn Main Street and Railroad Avenue Streetscapes  
Proposal for Professional Design Services**

Dear Mr. Johnsa & Ms. Simpkins:

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this professional design services proposal to the City of Lilburn (*Client*). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

#### **PROJECT UNDERSTANDING**

PPI understands that the City plans to make improvements along Main Street and improvements along Railroad Avenue. We understand that the improvements along Main Street are between First Avenue and Railroad Avenue and include on-street parking, sidewalks, plazas, utilities, site furnishings, pedestrian lighting, and landscaping. We understand that the improvements are to allow for future development of building sites along this portion of Main Street, and that the City would like to follow, as much as possible, the Conceptual Site Plan for Old Town Lilburn Commercial Parcel as prepared by P.J. Krieger Engineers & Surveyors, Inc. on 05/04/20.

PPI understands that the improvements along Railroad Avenue include several ideas as presented in the Carl Vinson Institute of Government's slide show presentation entitled "Lilburn, Georgia Railroad Avenue Design Considerations". We understand that these improvements include the realignment and extension of Railroad Avenue from the intersection at Main Street southwest to just beyond the newly DDA-acquired Builders Steel Supply property, new parking behind the Antiques in Old Town building that will tie into the Main Street off-street parking lot, the extension of Velva Way from its intersection at First Avenue to Railroad Avenue, and the addition of parking around the Builders Steel Supply building connecting to the new Velva Way extension and Railroad Avenue. PPI understands that these Railroad Avenue improvements will include grading, drainage, storm water management, utility extensions, parking (on and off-street), and paving specifications.

#### **LAND SURVEY SCOPE OF SERVICES**

##### **SI. Design and Construction Documents Phase**

- A. Existing survey data for both the Main Street improvements and the Railroad Avenue improvements will be used as the basis of design. Existing survey and topographic data includes the survey of Main Street area by P.J. Krieger Engineers & Surveyors, Inc. on 05/04/20, and the boundary survey data provided by PPI on "Builders Steel Supply" property on 03/26/20.
- B. PPI will need to supplement this survey data by gathering field and plat information on the intersection of Main Street at Railroad Avenue to the rear of the Antique at Old Town building, Velva Way from First Avenue to the rear of Builders Steel Supply property.
- C. PPI will perform a topographic survey of the Railroad Avenue improvement area.

- D. PPI will enlist the assistance of an underground location consultant for providing their services in the Railroad Avenue improvement area.
- E. PPI will field locate any necessary supplemental survey information that may be needed as a basis for design within the Main Street improvement area that may have changed since P.J. Krieger Engineers & Surveyors, Inc.'s survey.

### **CIVIL ENGINEERING SCOPE OF SERVICES**

#### **CI. Design Engineering Phase**

- A. PPI will use the base survey data and the existing aforementioned conceptual plans as a basis for design.
- B. PPI will further develop these conceptual plans into schematic design plans that we will review with the Client prior to proceeding with detailed civil construction plans.
- C. Based on the Client-approved schematic design plans, PPI will provide civil engineering drawings sufficient for construction bidding and permitting to include:
  - a. Site development plan at the appropriate scale.
  - b. Grading and drainage plan.
  - c. Erosion, sedimentation and pollution control plan (ESPCP) per State of Georgia and local requirements.
  - d. Roadway plans and profiles.
  - e. On-site utility plan showing water and sanitary sewer stubbed for future building tie-ins.
  - f. Storm drain and sanitary sewer profiles.
  - g. Storm water management report and facility design. PPI will discuss the requirements and expectations of storm water management principals and techniques during the schematic design plan stage.
  - h. Construction details and specifications.

#### **CII. Landscape Architecture Phase**

- A. PPI will prepare a streetscape/hardscape plaza plan with site furnishing, raised planters, tree wells/grates, pedestrian lights, paver details, exterior staircases and railings, landscape and street tree-planting plan for both improvement areas. PPI will present examples of these streetscape/hardscape elements to the Client during the schematic design plan stage.
- B. PPI will hire a sub-consultant for the landscape irrigation design aspect.
- C. PPI will hire a sub-consultant for the electrical engineering aspect of pedestrian/parking lot lighting.
- D. Streetscape/hardscape and plant material construction details and specifications.

#### **CIII. Permitting Phase**

- A. PPI will submit plans to the local permit agencies for initial review and will address comments as required to obtain approval.
- B. All permit fees shall be paid by the Client separate from this agreement. PPI cannot control or guarantee any time frame of schedule with regard to code review or permit approvals.

#### **CIV. Bidding Phase**

- A. PPI will assist the Client in bidding the project, including issuance of the project for bid and addressing bidder questions and product substitution requests by issuance of addenda.
- B. PPI will assist in receiving bids, checking references, and recommending the most responsive/responsible bidder for award of the contract for construction.

**CV. Contract Administration Phase**

- A. PPI will provide general coordination during construction and prepare written directives and clarifications as may be required.
- B. PPI will review shop drawings and submittals for the project. Up to two (2) reviews of each submittal is included.
- C. PPI will visit the site on a twice monthly basis to review that construction is progressing in general conformance to the contract documents. PPI will prepare and issue photographic reports.
- D. PPI will review and certify pay applications.
- E. PPI will perform a substantial completion walk through and issue Certificate of Substantial Completion with a Punch List.
- F. PPI will assist the Client with review of the required close out documents and will make a recommendation of final payment. Warranties will be reviewed prior to issuance for completeness and accuracy of coverage.

**COMPENSATION**

PPI agrees to perform the services outlined in **Items SI, CI, CII, CIII, CIV and CV** above for the Hourly, Not-To-Exceed Fee of **\$79,310.00** (plus reimbursable expenses). Breakdown as follows:

• <b>Land Surveying</b>	<b>\$10,750.00</b>
• <b>Underground Util. Consultant</b>	<b>\$2,5000.00</b>
• <b>Civil Engineering</b>	<b>\$46,850.00</b>
• <b>Storm water design/mgt. component</b>	<b>\$10,210.00</b>
• <b>Irrigation Design</b>	<b>\$2,000.00</b>
• <b>Electrical Engineering</b>	<b>\$7,000.00</b>
<b>Total Not to Exceed Fee</b>	<b>\$79,310.00</b>

**SCHEDULE**

PPI will begin work upon receipt of this executed agreement. PPI will endeavor to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the project. PPI cannot be held responsible for delays associated with decisions not rendered in a timely manner or other causes beyond PPI's control. Our first line of order would be to create a preliminary work schedule for City approval.

**ADDITIONAL SERVICES**

The following are additional services which may be provided and may be invoiced according to the attached Schedule of Hourly Rates:

1. Additional meetings required or requested by the Client.
2. Changes in design after approval of Schematic Design drawings.
3. Preparing documents for alternate, separate or sequential bids.
4. Prequalification process prior to bidding.
5. Providing services associated with site or building signage and permitting.
6. Cost estimating services.
7. Professional renderings.
8. Low voltage design (security, telecommunications, low voltage wiring or network systems).

**EXCLUSIONS**

The following items are not included within this scope of services:

Mr. Bill Johnsa, City Manager  
Lilburn Main St & RR Ave Streetscapes  
August 18, 2020  
Page 4

1. PPI shall not supervise, direct, or control the Client or Contractor's forces work, nor shall PPI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Client or Contractor, for safety precautions and programs incident to the work of the Client or Contractor, or for any failure to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the furnishing the work. PPI shall not have the authority to stop work at any time.
2. Settlements of disputes of claims due to Contractor's default or insolvency or discontinuation of work.
3. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances.
4. Geotechnical, special inspections or materials testing.
5. Flood studies.
6. Site retaining wall design. (If any site retaining walls are found necessary during the grading plan process, PPI will assist Client in finding a wall consultant.)

**REIMBURSABLE EXPENSES**

The following items of expense, if incurred in connection with the project, are to be reimbursable in accordance with Item H. of the Standard General Conditions, which are attached and made a part of this proposal:

1. Reproduction cost for prints furnished to the Client or other parties at Client's direction.
2. Courier and shipping costs.
3. Mileage.

**PAYMENTS**

Payments to PPI for Basic Services and Additional Services shall be made monthly in proportion to services performed. Payments due to Precision Planning, Inc. under this agreement shall be due upon receipt.

We look forward to your acceptance of this proposal. If this proposal is acceptable, please sign and return a copy to our office. Thank you for your consideration.

Sincerely,



M. Todd Parker, P.E.  
Assistant Vice President



Steven W. Sappington, RLA  
Senior Associate, LEED AP

SS/kb

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Attachments: Schedule of Hourly Rates  
Standard General Conditions

City Authorization given this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

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

DDA Authorization given this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**STANDARD HOURLY RATE SCHEDULE**

Principal-in-Charge.....	\$225.00/Hour
Senior Principal .....	\$185.00/Hour
Principal.....	\$160.00/Hour
Senior Project Manager .....	\$150.00/Hour
Project Manager.....	\$135.00/Hour
Senior Project Engineer.....	\$125.00/Hour
Project Engineer .....	\$95.00/Hour
Senior Landscape Architect.....	\$110.00/Hour
Landscape Architect .....	\$90.00/Hour
Principal Planner .....	\$125.00/Hour
Planner .....	\$85.00/Hour
Senior Designer .....	\$110.00/Hour
Designer .....	\$95.00/Hour
Senior Engineering Technician .....	\$85.00/Hour
Engineering Technician .....	\$80.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant .....	\$80.00/Hour
Project Assistant.....	\$60.00/Hour
Construction Observer .....	\$100.00/Hour
Executive Vice President .....	\$225.00/Hour
Survey Manager .....	\$125.00/Hour
Survey Coordinator .....	\$100.00/Hour
Survey Technician .....	\$90.00/Hour
Surveying (4-Man Crew).....	\$175.00/Hour
Surveying (3-Man Crew).....	\$165.00/Hour
Surveying (2-Man Crew).....	\$135.00/Hour

## STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.