



# CITY OF SMYRNA

10 YEAR UPDATE TO CITY COMPREHENSIVE PLAN

COST PROPOSAL  
OCTOBER 7, 2016  
RFP 17-009

**JACOBS**



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October 7, 2016

Kelly Brown, CPPB and Penny Murphy, C.P.M.  
City of Smyrna  
2800 King Street  
Smyrna, GA 30080

**Re: RFP # 17-009 City of Smyrna, 10 Year Update to City Comprehensive Plan, Cost Proposal**

Dear Ms. Brown and Ms. Murphy,

Jacobs' fee for provision of services for the Smyrna Comprehensive Plan update, as laid out in our technical proposal submitted on September 30, 2017, is provided on the following page. As indicated in our technical proposal, Jacobs is happy to work with the City to tailor scope and adjust fee to best meet the needs and goals of the City. Also attached is Jacobs' standard contract for your review.

Amanda Hatton will serve as project manager and is the primary contact for this project and can be reached at (404) 978-7535 or amanda.hatton@jacobs.com. Should you have any questions, please do not hesitate to contact us.

Sincerely,  
JACOBS



Amanda Hatton, AICP, LEED Green Associate  
Project Manager  
amanda.hatton@jacobs.com  
404.978.7535

# COST PROPOSAL

## DESCRIPTION OF TASKS, MAN-HOURS AND ASSOCIATED COSTS

TASK	MAN-HOURS	EXPENSES	TOTAL COSTS
1. PROJECT MANAGEMENT	155	\$65.40	\$18,534.70
2. COMMUNITY ENGAGEMENT	366	\$1,002.40	\$39,330.14
3. PLAN DEVELOPMENT *	508	\$122.20	\$57,547.64
4. PLAN COMPLETION	80	\$1,560.60	\$9,368.17
<b>TOTALS</b>	<b>1109</b>	<b>\$2,750.00</b>	<b>\$124,780.65</b>

\*The Housing Element is primarily a subcomponent of plan development but will also be developed through the community engagement process. The fee for this element alone is \$3,975. Due to the integrated nature of the work, the fee for this element does not include community engagement and land use tasks that would incorporate a housing aspect.

## ASSUMPTIONS

1. All project work and deliverables will be completed by October 31, 2017.
2. A detailed land use field survey is not required and the existing land use data held by the City is relatively accurate, requiring limited verification.
3. All meetings will be limited to two (2) hours or less.



## PROFESSIONAL SERVICES AGREEMENT

**PROJECT**

**NAME:** [Insert Project Name]

**CLIENT:** [Insert Client]

**ADDRESS:** [Insert Address]

**PROJECT**

**NUMBER:** [Insert Project Number]

hereby requests and authorizes Jacobs Engineering Group Inc. ("JEG") to perform the following Services:

**SCOPE OF** [Insert Scope]

**SERVICES:**

**COMPENSATION to be on a basis of:** See Attached Exhibit A

Unless otherwise provided on Exhibit A, Direct Expenses shall be reimbursable at cost to Jacobs under this Agreement and technical or professional services that are furnished by an outside source and their reimbursable expenses shall be added to the cost of services for Jacobs' administrative costs.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

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

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

Name: \_\_\_\_\_

Name: [Insert Name]

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

Title: [Insert Title]

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

Date: [Insert Date]

## PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JEG to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JEG's compensation is calculated by reference to JEG's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JEG's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. **DIRECT EXPENSES.** JEG's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JEG's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JEG.

4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JEG's administrative costs.

5. **COST ESTIMATES.** Any cost estimates provided by JEG will be on a basis of experience and judgment. Since JEG has no control over market conditions or bidding procedures, JEG does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JEG shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JEG will reperform the deficient Services at no cost to the CLIENT, and JEG shall have no liability for repair or replacement, construction rework or other costs. JEG makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JEG if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JEG. In the absence of an express agreement about compensation, JEG shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JEG pursuant to this Agreement, CLIENT must also pay to JEG the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JEG with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JEG's liability for bodily injury or damage to the property of third parties, the total aggregate liability of JEG arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JEG under this Agreement. Notwithstanding any other provision of this Agreement, JEG shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JEG, its employees, or subconsultants.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JEG is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JEG may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JEG which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JEG to provide such Services.

12. **PAYMENT TO JEG / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JEG for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal

rate will be applied to the principal amount owing to JEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to JEG, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JEG may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JEG. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JEG's right to stop work or terminate this Agreement shall not be waived by JEG's continued performance during any period of investigation by JEG to determine the reasons for CLIENT's nonpayment.

14. **LEGAL EXPENSES.** In the event legal action is brought by JEG to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JEG reasonable amounts for fees, costs and expenses as may be set by the court.

15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JEG is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JEG will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JEG shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JEG is called upon to review submittals from construction contractors, JEG shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JEG's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JEG's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JEG shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JEG shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JEG, in a form satisfactory to JEG.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. **FORCE MAJEURE.** Any delays in or failure of performance by JEG shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JEG. In the event that any event of force majeure as herein defined occurs, JEG shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JEG may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JEG to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JEG's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JEG employee wherein such JEG employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JEG, there are no third party beneficiaries to this Agreement.

20. **HAZARDOUS MATERIALS.** CLIENT shall be responsible for all Hazardous Materials at the Project site, which shall include any Hazardous Materials existing on the Project site as of the Effective Date of the Agreement, whether or not detected by JEG or otherwise, and any Hazardous Materials brought to the Project site by any party other than JEG, anyone employed by them, or anyone for whose acts JEG may be liable, including, at CLIENT's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation and disposal from the Project site of all such Hazardous Materials, and (ii) for any environmental condition caused by such Hazardous Materials. CLIENT's obligations shall include obligations with respect to a release or discovery of Hazardous Materials by JEG or its Subcontractors that have been or are brought to the foregoing areas by third parties other than the JEG, a Subcontractor, anyone employed by them, or anyone for whose acts JEG or any Subcontractor may be liable.

