



September 13, 2022

Mr. Eric Randall, P.E., CFM, Public Works Director & City Engineer
City of Smyrna, GA
2800 King Street
Smyrna Ga 30080

VIA EMAIL

RE: City of Smyrna
3260 Concord Circle Proposal

Dear Mr. Randall:

CPL Architecture, Engineering, and Planning is pleased to provide this proposal to obtain topographic survey and create a set of construction documents for the above referenced drainage project, as follows:

Scope of Work

1. Obtain topographic survey and subsurface utility engineering for the clouded area shown in attached exhibit 1.
2. Create a set of construction documents to add a storm pipe system roughly in the area shown on exhibit 1.

Items Excluded

1. Bid Administration
2. Construction Administration
3. Easement Documents
4. More than three meetings
5. Geotechnical Engineering
6. Environmental Assessments

The above services will be provided at the city's request and billed hourly according to the hourly rates listed in appendix 'B'.

Schedule

Survey will be delivered 42 calendar days from Notice to Proceed and construction documents 30 calendar days after survey delivery.

Fee Proposal

CPL will perform the above referenced scope of work for the following lump sum fees:

1. Survey - \$6,400
2. Construction Documents - \$10,000

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

SCANNED

BY: _____ Date: _____

APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: _____

3011 Sutton Gate Dr.
Suite 130
Suwanee, GA 30024
770.831.9000 TEL
CPLTeam.com

TERMS AND CONDITIONS:

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Flowery Branch and CPL with respect to the work to be performed by CPL for the benefit of Flowery Branch and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Flowery Branch and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

Richard J. Edinger, P.E.
Vice President

cc: file

Accepted By: _____ Date: _____
DEREK NORTON, Mayor

ATTEST:

Heather K. Peacon Corn, City Clerk

CITY SEAL:



Invoice Instructions:

Add the following project identifier or Purchase Order No. _____

Send our Invoice to the following email address: _____

Reference the following physical address:

APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. 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 and Consultant's officers, directors, partners, 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 attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$15,000 or the Consultant'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. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

13. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.

APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ENGINEER	\$210 - \$240/HR
PROJECT MANAGER	\$180 - \$210/HR
SR. STAFF ENGINEER / SR. ARCHITECT / SR. PLANNER	\$ 145 - \$165/HR
STAFF ENGINEER / ARCHITECT / PLANNER	\$ 125 - \$150/HR
JR. ENGINEER / JR. ARCHITECT / JR. PLANNER	\$ 85 - \$125/HR
DESIGNER / DRAFTPERSON	\$ 60 - \$70/HR
JR. DESIGNER / JR. DRAFTPERSON / JR. PLANNER	\$ 50 - \$55/HR
SECRETARIAL	\$ 45/HR
AUTO MILEAGE	IRS RATE + 15%
MISCELLANEOUS	COST PLUS 15%

Exhibit 1

