



September 8, 2023

Steve Roberts, Director  
Cartersville Parks and Recreation  
100 Pine Grove Road  
Cartersville, GA 30120

**Re: Professional Planning Services for the Recreational Trails Program Grant Application – Cartersville Trailhead Improvements at Main Street Entrance to Pine Mountain**

Dear Mr. Roberts:

CPL Architecture, Engineering, and Planning (CPL) is pleased to submit our proposal for Professional Consulting and Design Services to the City of Cartersville for the Cartersville Trailhead Improvements. We understand that the City is seeking assistance with evaluating and designing specific improvements to the Main Street Entrance of the Pine Mountain Recreation Area. The specific program scope and deliverables for the project are listed below and were taken from the initial email request dated August 31 and the pre-proposal meeting held virtually on September 7.

**FIRM AND STAFF QUALIFICATIONS:**

Our firm and team members are well qualified to provide the services you have requested in the timeframe required. CPL and our staff have completed numerous similar projects all over the country, most recently for Spalding County as a part of the INODIC grant application.

Here is a brief listing of our proposed team, who are all CPL employees:

- Kevin J. McOmbler, PE, Principal in Charge
- Cyndee L. Bonacci, CPRP, CYSA, Project Manager
- Mack R. Cain, RLA, LEED AP, Senior Project Advisor/Landscape Architect
- Grace Zhang, RLA, Project Landscape Architect
- Catherine Newberry, Landscape Designer
- Scott Gordon, AIA, LEED AP, Principal Architect
- Mark Baumgart, Architectural Designer
- Danny Jones, AIA, LEED AP, CPL Creative Labs

**SCOPE OF WORK:**

**MAIN STREET ENTRANCE TRAILHEAD IMPROVEMENTS**

**Project Program**

- Evaluate site for addition of prefabricated restroom building – single occupancy, male and female, with water closet
- Evaluate and identify stormwater management strategies
- Identify and locate all new site amenities (benches/tables) – no standard identified

- Identify area for additional parking
- Include bottle filler water fountain with dog bowl
- Include selection of a pavilion having an approximate size of 10 feet by 12 feet and include location in design
- Include all connections to existing utilities
- Add LED lighting on restroom for dusk return off trail
- Offer an opinion of probably costs (OPC) for entire project – break into categories for covered by grant, not covered by grant, and potential future additions
- Identify area needing field survey
- Generate current aerial imagery of site using the firm's drone technology
- Plan for LDP and Building Permit

**Deliverables shall include:**

- A minimum of one site visit for planning
- Appropriate virtual meetings for consultation with staff
- Concept drawing in color of site plan
- One project board that adequately depicts concept of entire project
- Detailed opinion of probable costs for each program element of project area
- Detailed estimate of engineering to produce construction and bid documents to include bidding assistance and construction administration
- All costs will be based on work being completed by contractors

**SCOPE OF SERVICES / WORKFLOW PROCESS:**

The project shall proceed with the focus that the RTP grant submission deadline is November 1, 2023. Work will be conducted across all phases of this project simultaneously to meet this short deadline.

**TASK 1 – Predesign and Research:**

● **Data Collection:**

Project Manager will assist the client staff, as necessary, to collect available pertinent base data. This data may include, but is not necessarily limited to:

- GIS Boundary and topographic surveys
- Easement boundary plan
- Aerial photography of the park sites
- Assemble proposed prefabricated building choices
- Review local Building codes and zoning ordinance
- Assemble utility information on the site
- Collect all data and documentation available from the Parks Department
- Any other studies that may be deemed important as part of the study
- All documents defining the grants and their specific process

- **Site Visit:**

CPL team will prepare for and conduct an on-site evaluation of the parks:

- CPL will prepare an interim base map for the trip from GIS data
- CPL team will conduct a thorough site analysis and conceptual program evaluation
- Photograph the site and note important data for the base sheet
- CPL engineers to evaluate utility and drainage existing conditions
- CPL landscape architect to assess and evaluate site conditions.

- **Kickoff Meeting:** (same day as site visit)

Project Manager will conduct a kick-off meeting with city parks staff to accomplish the following:

- Introduce the team members
- Review the existing site data and interim base sheet
- Discuss the dynamics of the team interaction with other participants
- Discuss products to be provided by other members of the team
- Discuss the proposed program and establish a schedule
- Review the potential budget for construction
- Discuss the requirements of the Grant Application
- Discuss the conditions and goals of the structures and amenities
- Discuss and establish the project schedule of deliverables
- Walk the site together
- Document any changes to the project understanding

## **TASK 2 -Concept Design Phase**

- Using the proposed development program and goals, CPL will prepare a test fit conceptual plan for the site
- Secure prefabricated footprints
- CPL architects will prepare conceptual plans
- CPL engineers will prepare utility and drainage recommendations
- Prepare concept planting plan and plant list
- CPL will prepare a conceptual estimate of the proposed improvements
- CPL will coordinate with preferred vendors
- Teams Meeting: Upon completion of the concept design, CPL will arrange for a TEAMS meeting with the client and other team members to accomplish the following:
  - Review initial concept plan
  - Review proposed structures and amenities
  - Review chosen products and lighting fixtures
  - Review budget cost estimates with alternates
  - Establish final design and budget changes
  - Discuss expectations for the final drawings
  - Discuss schedule and grant application requirements

### **TASK 3 - Final Illustrative Concept Drawings**

- Prepare Final Concept Plans and building footprints based on TEAMS meeting
- Send Final Concept Plan to Parks Staff for final approval
- Prepare Illustrative Site Plan
- Indicate location for pavilion
- Prepare color footprints and elevations of structures
- Prepare final opinion of probable costs by disciplines and items
- Prepare design and engineering estimate for completion of the improvements
- Forward all deliverables to the Client

### **Implementation Phase**

Although not included in this proposal, CPL is prepared to produce construction documents for all architectural, civil, structural, mechanical, MEP, security, information technology, and landscape architecture, as determined necessary for implementation.

### **ASSUMPTIONS AND EXCLUSIONS:**

1. No additional trailhead signage is needed
2. Site is to also honor former director, Greg Anderson, who passed away in 2022
3. Work shall be completed primarily by Landscape Architecture Discipline.
4. Architecture Discipline to review provided plan for satisfaction of local and state building codes to include life safety and fire codes for restroom
5. Architecture Discipline to review provided vendor costs and create overall costs
6. Trailhead area is maintained and operated by City of Cartersville through a dedicated easement issued by Komatsu
7. Komatsu approval is required and will be coordinated by City
8. GIS Data and other maps are available from City of Cartersville and Bartow County at no cost to CPL
9. City is its own LIA, no GSWCC involvement
10. No wetlands or environmental issues are obvious on site
11. All necessary utilities are present along Komatsu Drive
12. City will waive permit fees
13. Survey will need to be added during implementation phase
14. Restroom can be prefab
15. Site is open from dawn to dusk
16. Environmental investigations and clearance are not included at this time
17. Design development and construction documents are not part of the proposal
18. Payment shall be made in one lump sum upon completion of deliverables
19. Completed deliverables to be delivered by November 1, 2023

### **Fee Proposal:**

For the above-described Scope of Services, CPL proposes the following Lump Sum Fee. Additional services would be available upon request. See the hourly rates in Appendix "B".

**Deliverables Price for Main Street Entrance Improvements – Pine Mountain **\$14,790****

**Terms and Conditions:**

This Agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document, together with the exhibits identified herein, constitutes the entire understanding between the **City of Cartersville** and CPL in respect to the Services identified and may only be modified in writing signed by both parties. If this document satisfactorily sets fourth your understanding of the arrangement between the City and CPL, please sign the enclosed copy in the space provided and return it to us. This Proposal will be open for acceptance for 30 (thirty) days from the date of the letter.

Please contact us if you have any questions or require any additional information. Our team is passionate about recreational projects and looks forward to working with you.

Sincerely,

CPL Architects, Engineers & Planners

A handwritten signature in blue ink, reading "Kevin J. McOmbler". The signature is written in a cursive style with a large initial "K".

Kevin J. McOmbler, P.E.  
Executive Vice President

## **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 Clients 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. Any such additional compensation must be approved, in writing, by the City Council of Peachtree City prior to such additional services being provided.

4. Construction cost estimates prepared by CPL represent 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. To the extent permitted by Georgia law, 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. To the extent permitted by Georgia law, 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. Given that there is no indemnification of third parties by a city under Georgia law, there should not be an additional fee to be paid for any type of limitation of liability waiver, 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**

<b>BILLING ROLE</b>	<b>BILLING RATE</b>
<b>Principal Architect</b>	<b>\$270.00</b>
<b>Principal Engineer</b>	<b>\$270.00</b>
<b>Principal Consultant</b>	<b>\$180.00</b>
<b>Project Manager</b>	<b>\$180.00</b>
<b>Senior Planner</b>	<b>\$165.00</b>
<b>Senior Engineer MEP</b>	<b>\$165.00</b>
<b>Landscape Architect</b>	<b>\$165.00</b>
<b>Senior Engineer Civil/Structural</b>	<b>\$150.00</b>
<b>Senior Interior Designer</b>	<b>\$150.00</b>
<b>Planner</b>	<b>\$135.00</b>
<b>Project Architect</b>	<b>\$135.00</b>
<b>Project Engineer MEP</b>	<b>\$135.00</b>
<b>Project Engineer Civil/Structural</b>	<b>\$120.00</b>
<b>Resident Observer</b>	<b>\$120.00</b>
<b>Interior Designer</b>	<b>\$105.00</b>
<b>Junior Planner</b>	<b>\$90.00</b>
<b>Junior Engineer</b>	<b>\$90.00</b>
<b>Junior Draftsperson</b>	<b>\$90.00</b>
<b>Clerical/Administrative</b>	<b>\$75.00</b>