



August 11, 2023 rev 1

Freddy L. Morgan, MBA, CRPF  
Assistant City Manager  
City of Cartersville

via email: [fmorgan@cityofcartersville.org](mailto:fmorgan@cityofcartersville.org)  
o 770.387.5672

Re: Professional Planning, Architectural Design and Engineering Services  
New Firearms Training Facility

Dear Freddy:

On behalf of the design professionals of CPL, please accept our letter agreement to provide professional services for the above-referenced project.

SCOPE

CPL will lead a project stakeholder group assembled by the city to develop a program, conceptual site and building design and estimate of probable cost. The programming phase will include on-site and/or virtual interviews with police leadership, staff, and other stakeholders identified by the city to gain a comprehensive understanding of the needs for the facility.

TASKS AND COMPENSATION

<b>Due Diligence</b>	<b>\$ 26,105.00</b>
Boundary and Top Survey, Utilities, Stormwater Flood Plain Investigation CODE and Ordinance Reviews Range Standards and Equipment Identification Survey of Existing Site and Facilities	
<b>Planning and Programming</b>	<b>\$ 8,280.00</b>
Workshop (one day) with Project Stakeholders Group Coordination with Authorities Having Jurisdiction Preliminary Presentation (1)	
<b>Master Planning</b>	<b>\$ 10,120.00</b>
Conceptual Site and Building Plans Coordination with Authorities Having Jurisdiction Preliminary Presentation (1)	
<b>Deliverables</b>	<b>\$ 11,040.00</b>
Comprehensive Estimate of Probable Cost Project Summary Narrative Preliminary Project Schedule & Phasing Final Presentation (1) / Presentation Drawings	
<b>Expenses</b>	<b>\$ 1,500.00</b>
Total	<b>\$ 55,205.00</b>



SCHEDULE

The schedule is estimated to be under 90 days, which is consistent with the effort anticipated to provide a quality work product, pending scope confirmation at project kickoff.

TERMS AND CONDITIONS

This Letter Agreement shall be administered in accordance with the Terms and Conditions listed in Exhibits "A" and "B", attached hereto.

This document, together with the exhibits identified herein, constitutes the entire in respect to the services offered and may only be modified in writing signed by both parties. If this agreement satisfactorily sets forth your understanding of the arrangement, please sign one copy of the agreement in the space provided below and return it for our records and our Notice to Proceed. This agreement will be open for acceptance for sixty days from the date of the letter.

Please do not hesitate to contact us if you have any questions or require any additional information. We are passionate about community projects and look forward to working with you.

Sincerely,  
The CPL Team

\_\_\_\_\_  
Mayor date

K. Scott Gordon, AIA, NCARB, LEEDap  
Vice President, Principal in Charge

\_\_\_\_\_  
City Clerk date

Enclosures: Exhibit A – Terms and Conditions  
Exhibit B – Unit Rates

Cc B. Starks, CPL  
File



## EXHIBIT A TERMS AND CONDITIONS

1. **CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C (P.C)** dba **CPL** shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

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 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. Replacement of survey markers resulting from contractor disturbance or vandalism will be 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 10% or at a lump sum rate or as a lump sum as defined in the terms of the proposal.

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 Bartow County, Georgia. ~~Liability shall be limited to the amount of the fees paid for professional services.~~

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.



**EXHIBIT B**  
 CPL Standard Billing Rates | 2023

<b>Billing Role</b>	<b>Rate</b>	<b>Rate</b>
Principal Architect	\$270.00	- \$306.00
Principal Engineer	\$270.00	- \$306.00
Principal Consultant	\$180.00	- \$204.00
Project Manager	\$180.00	- \$204.00
Senior Planner	\$165.00	- \$187.00
Senior Engineer MEP	\$165.00	- \$187.00
Landscape Architect	\$165.00	- \$187.00
Senior Engineer Civil/Structural	\$150.00	- \$170.00
Senior Interior Designer	\$150.00	- \$170.00
Planner	\$135.00	- \$153.00
Project Architect	\$135.00	- \$153.00
Project Engineer MEP	\$135.00	- \$153.00
Project Engineer Civil/Structural	\$120.00	- \$136.00
Resident Observer	\$120.00	- \$136.00
Interior Designer	\$105.00	- \$119.00
Junior Planner	\$90.00	- \$102.00
Junior Engineer	\$90.00	- \$102.00
Junior Draftsperson	\$90.00	- \$102.00
Clerical   Administrative	\$75.00	- \$85.00
<b>Municipal Services</b>		
Building Plans Examiner	\$150.00	- \$170.00
Building Inspector	\$135.00	- \$153.00
Building Official	\$135.00	- \$153.00
Senior Code Enforcement Officer	\$120.00	- \$136.00
Soil and Erosion Control Supervisor	\$120.00	- \$136.00
Soil and Erosion Control Inspector	\$105.00	- \$119.00
Permit Technician	\$75.00	- \$85.00

Subconsultant(s) and Expenses at Cost + 10 %