



February 27, 2024

Erik Pabst  
Assistant Director, Parks and Recreation  
City of Cartersville, GA  
100 Pine Grove Road  
Cartersville, GA 30120

**Re: Pedestrian Bridge Condition Assessment**

Dear Mr. Pabst:

CPL is pleased to submit this agreement for the structural condition assessment of the pedestrian bridges located at several City of Cartersville parks. Our Scope of Work and Fee Proposal are listed below.

**Scope of Work**

1. Conduct a non-destructive visual assessment of each bridge to determine any structural deficiencies.
2. Prepare a condition appraisal report in 8.5 x 11 format (electronic). The report will include the following:
  - a. Structure description.
  - b. Photographic and written summary of structural observations.
  - c. Recommended repair methods (if any).
3. List of bridges:
  - a. Dellinger Park Lake Bridge
  - b. Leake Mounds Trail Bridge (located near the bus barn)
  - c. Leake Mounds Trail Bridge (located near the water treatment plant)
  - d. Pettit Creek Bridge (at Cassville Road)
  - e. Pettit Creek Trail Bridge Woods
  - f. Pine Mountain Main Street Bridge
  - g. Pine Mountain Spur Bridge (Backpack Trail)

**Services Not Included**

1. Preparation of restoration plans and specifications.



**Fees**

CPL will perform the Scope of Work for a lump sum fee of **\$5,500**. All expenses are included in this fee.

**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 and/or appendices identified herein constitutes the entire understanding between the City of Cartersville, GA and CPL with respect to the work to be performed by CPL for the benefit of the City of Cartersville, GA 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 the City of Cartersville, GA 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.

Very truly yours,

A handwritten signature in blue ink that reads "Kevin J. McOmber".

Kevin J. McOmber, PE  
Executive Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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



## APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "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 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. Liability shall be limited to 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.