



# Hall County Government

FINANCIAL SERVICES

## AMENDMENT RENEWAL No. 001

### On-Call Professional Planning Services

This Amendment Renewal No. 001 by and between CPL Team of Suwanee, Georgia, and Hall County, Georgia of Gainesville, Georgia (together 'Parties'), to the original AGREEMENT executed 01/11/2022, shall be effective as of the date this Amendment Renewal No.001 is fully executed by both parties. After Board approval, the County will issue a Purchase Order to CPL Team which will be the written Notice-To-Proceed. All invoices must reference the new PO number for each renewal period.

**WHEREAS**, the Parties hereby mutually agree to renew the AGREEMENT for the period of one (1) calendar year after execution, and have the option, upon mutual agreement between the parties, of four (4) additional renewal options. Any new solicitations for services and subsequent contracts will supersede any Amendments thereto. The County may terminate this Amendment Renewal No.001 with sixty (60) days written notice. All payments will be made in arrears of services provided.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties do hereby agree as follows:

**SUCCESSORS AND ASSIGNS:** This Amendment Renewal No. 001 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**ENTIRE AGREEMENT:** Except as expressly modified by this Amendment Renewal No.001, the AGREEMENT shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment Renewal No. 001 and the AGREEMENT and any subsequent amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect hereto. Consultant must sign this Amendment Renewal No. 001 first, then the County will execute said document.

**APPENDIX "A"** Terms and Conditions of the original contract remains unchanged.

**APPENDIX "B"** CPL Hourly Rates of the original contract remains unchanged for the life of this renewal No.001.

**APPENDIX "B.1"** Additional hourly rates

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

Revised 08/17/2022 AGP

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

**CPL TEAM'S SIGNATURE SECTION**

Sworn to and subscribed before me this

17th Day of August, 2022

Brenda C. Farmer

Notary Public

*Brenda C. Farmer*

My commission expires: 5/25/23



*CPL Architects, Engineers, Landscape Architect & Surveyor, D.P.C., P.C.*  
(Contractor's company's full legal name)

by: *Richard J. Edinger*

Print Name: Richard J. Edinger

Title: Vice President

**HALL COUNTY, GEORGIA'S SIGNATURE SECTION**

**Attestment**



By: *Jennifer Rivera* (SEAL)  
Jennifer Rivera, County Clerk

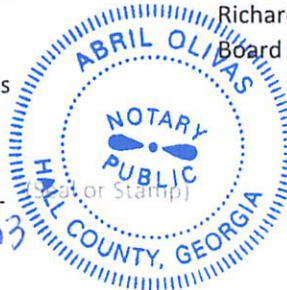
Hall County, Georgia

By: *Richard Higgins*  
Richard Higgins, Chairman  
Board of Commissioners

Sworn to and subscribed before me this  
8th Day of September, 2022

*Abril Olivas*

Notary Comm. Exp. March 18, 2023



**APPROVED AS TO FORM:**

*Van Stephens*

Van Stephens, County Attorney

- Attachments: Appendix "A"  
Appendix "B"  
Appendix "B.1"  
Original Agreement

STATE OF GEORGIA  
COUNTY OF HALL

IN SENATE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX "A" TERMS AND CONDITIONS

1. CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) 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.

2. 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.

3. 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.

4. 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%.

5. 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 30 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due.

6. This Agreement may be terminated by either party upon 30 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.

7. This Agreement shall be governed by the laws of the State Georgia.

8. 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.

9. 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.



**APPENDIX "B"**  
**CPL HOURLY RATES**

**PRINCIPALS**

**Kevin McOmber** \$240/HR  
**Rich Edinger** \$210/HR

**PROJECT MANAGER**

**Rebecca Keefer** \$195/HR

**ASSISTANT PROJECT MANAGER**

**Mark Baumgart** \$180/HR

**PLANNERS**

**Richard Hathcock** \$160/HR  
**Tania Celis Leyva** \$150/HR

**PLANNING COORDINATOR**

**Cyndee Bonacci** \$110/HR

**ADMINISTRATIVE SUPPORT**

**Lori Brothers** \$ 75/HR  
**Beth Farmer** \$ 60/HR

**AUTO MILEAGE**

**IRS RATE + 15%**

**MISCELLANEOUS**

**COST PLUS 15%**

## **APPENDIX "B.1"**

Additional hourly rates to Amendment Extension No. 001

### **On-Call Planning Services**

#### **Erosion Control Inspections**

Amanda Russell \$150.00

Walter Osorio \$121.00

#### **Building Inspections**

Kenny Barber \$150.00

Solomon Teklu \$135.00

Jonathan Tsaku \$135.00

#### **Permit Technician**

TBD \$110.00



January 10, 2022

Mr. Srikanth Yamala, Public Works Director  
Hall County Government  
2875 Browns Bridge Road  
Gainesville, GA 30504-5635

VIA EMAIL

RE: Hall County  
On-Call Planning Services Proposal

Dear Mr. Yamala:

CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) is pleased to provide this letter proposal for professional planning services. We understand that Hall County is interested in having CPL provide planning staff to assist the Planning Department. We will provide professional, timely and respectful planning services and embrace this attitude with you, the staff, the elected officials, and the entire development community. Our approach is to provide efficient operations using highly experienced CPL staff. The proposed Scope of Work and corresponding Fee Proposal are as follows:

**Scope of Work:**

We propose to provide the services of Kevin McOmber, Rich Edinger, Rebecca Keefer, and Richard Hathcock to meet the needs that have been identified to date. Here is a summary of their experience and their proposed role:

Mr. McOmber, PE, is a 32-year veteran with CPL and is the firm's National Director for Community services. He has provided consulting services to many municipalities in the Atlanta region. He will be the project Principal-In-Charge, providing project leadership and will be a resource to the department, as needed. We propose having Mr. McOmber involved with Hall County approximately 16-hours per week. During the month of January, Mr. McOmber will be available on site 2 days per week. He will conduct a conference call with county and CPL staff the other 3-days per week to review assignments and make decisions.

Ms. Keefer, AICP, is the firm's Senior Planner in Georgia and has been the project manager for numerous planning projects, including planning department leadership for several municipalities in the Atlanta region. She is an 11-year veteran of CPL. She will be the Project Manager for this assignment, and we propose having her on-site with Hall County 2-days per week beginning February 1. She will attend the conference calls and work on planning matters remotely on the other three days of the week.

Mr. Hathcock has great experience as a Zoning Administrator, which is his proposed role for this assignment. He is experienced with development reviews, zoning cases that go before county boards, and comprehensive plan updates. He enjoys managing long range, municipal planning projects, as they can have positive, lasting impacts on the community. We propose having him involved remotely 16-hours per week.

Mr. Edinger, PE, is a 16-year veteran of CPL and is the firm's Southeast Region Community Practice Leader. He has consulted with over a dozen Atlanta area municipalities on development matters

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Suite 130  
Suwanee, GA 30024  
770.831.8000 TEL  
CPLTeam.com

in his 30-year career and for the past 5-years has been a district 2 appointee to the Municipal-Gwinnett County Planning Commission. He will serve as a resource Principal.

**Fee Proposal**

CPL will perform the above referenced scope of work hourly as indicated in the hourly rates listed in Appendix 'B'. We estimate this effort will cost \$50,000 monthly.

We will not exceed the estimated budget without authorization from the County. 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.

**TERMS AND CONDITIONS:**

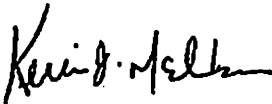
This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Hall County and CPL with respect to the work to be performed by CPL for the benefit of Hall County 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 Hall County 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 ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT and SURVEYOR, D.P.C. (P.C.)**



Kevin J. McOmber, PE  
Executive Vice President



Tim Knapp, AIA  
Executive Vice President  
Corporate Secretary



cc: file

Approved By: Jack A. Canell Date: 1-11-2022