



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
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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. McOomber, PE
Executive Vice President



Tim Knapp, AIA
Executive Vice President
Corporate Secretary



cc: file

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

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
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ASSISTANT PROJECT MANAGER

Mark Baumgart	\$180/HR
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PLANNERS

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

PLANNING COORDINATOR

Cyndee Bonacci	\$110/HR
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ADMINISTRATIVE SUPPORT

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

AUTO MILEAGE

IRS RATE + 15%

MISCELLANEOUS

COST PLUS 15%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. d/b/a CPL 205 St Paul Street Rochester, NY 14604		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company INSURER B: Continental Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20508 35289 37885	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7014752105	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
		MED EXP (Any one person) \$ 15,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
		GENERAL AGGREGATE \$ 2,000,000					
		PRODUCTS - COMP/OP AGG \$ 2,000,000					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7014752122	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
		\$					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7014752136	04/22/2021	04/22/2022	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000					
		\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			7014752119	04/22/2021	04/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
C	Prof. Liability PollutionLiability			DPR9975936 DEDUCTIBLE \$200,000	04/22/2021	04/22/2022	PER CLAIM \$ 5,000,000
		AGGREGATE \$ 5,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

On-Call Planning Services

CERTIFICATE HOLDER HALLCO1 Board of Commissioners of Hall County 2875 Browns Bridge Road Gainesville, GA 30504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE