

May 16, 2016

Ms. Johnna Allen  
City of Rome  
12 East 4<sup>th</sup> Avenue  
Rome, GA 30165

RE: Rome Clock Tower  
Rome, GA

Dear Ms. Allen:

Willet Engineering Company (WEC) is pleased to offer this proposal for consulting structural engineering services for the above referenced project.

**PRELIMINARY WALK-THROUGH OBSERVATION LETTER OF AGREEMENT**

1. As requested, WEC will observe and report on the appearance of the structure known as “the clock tower”.
2. The preliminary/cursive walk-through observation to be performed by WEC shall be conducted by one or more engineers, not to exceed 8 hours, including travel time. Such observation shall be performed without removing or damaging elements of existing construction and, hence, without examination of concealed conditions.
3. WEC will observe and report upon items which are significant, in its opinion, based upon their knowledge as to the intent to continue use of the facility. In reporting factually, WEC will not speculate as to whether the concealed and uninspected portions of the structure would be consistent with the observed portions, since the conditions of construction may vary.
4. It is agreed that you will arrange for suitable and safe access to the roof areas and to other parts of the building which are required to be observed and reported by us.
5. Our report shall be prepared for your sole use and purpose. It is not to be relied upon by any other party. You agree to defend and hold WEC harmless from any and all claims of such other parties arising out of the performance by WEC of its duties pursuant to this agreement.
6. Our base fee for our observation and report is estimated to be:

Observation & Report:	8 hours @ \$165.00/hour
Travel:	\$100.00

This includes the amount of hours spent at the site by our engineer, as provided above. Should you thereafter claim that WEC has failed to perform its duties properly, in accordance with the provisions of this agreement and the standards of the engineering profession, then it is agreed that the damages recoverable by you shall not exceed the amount of fees payable to WEC under this agreement.

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7. WEC shall issue its report to you within 10 business days after conducting the Walk-Through Observation and obtaining all of the information necessary to complete its report.

This letter of agreement constitutes the entire agreement between the parties. Two copies of this letter of agreement have been provided to you. Please examine these documents and, if acceptable, sign the original and return it to us. We will begin services upon receipt of a signed contract or your verbal agreement.

We are looking forward to working with you on this project. If we can provide additional information or services, please contact us.

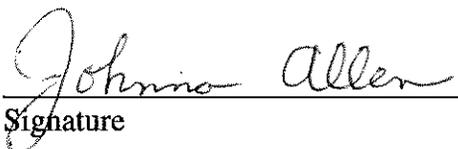
Sincerely,

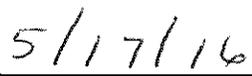
**Willett Engineering Company, Inc.**

J. Mac Willett, P.E.

JMW/rt

The above proposal is acceptable in full and shall serve as our temporary contract for this project.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

### Exhibit A

Access to Site: Unless otherwise stated, the Structural Engineer of Record (SER) will have access to the site for activities necessary for the performance of the services, the SER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restorations of any resulting damage.

Indemnifications: The client shall indemnify and hold harmless the SER and all of his personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the service, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except the SER) or anyone for whose acts any of them may be liable.

Billings/payments: Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultants invoice, and Client agrees to waive any claim against Consultant and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultants suspension or termination due to Clients failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to Consultants attention within ten days of receipt of Consultants invoice, and Client and Consultant shall work together in good faith to resolve their differences. If Client and Consultant shall be unable to resolve their differences within 25 days, Consultant shall have the right to suspend or terminate service.

Hidden Conditions: A structural condition is hidden if concealed by existing finishes or is not capable of investigating by reasonable visual observations. If the SER has reason to believe that such a condition may exist, the client shall authorize any pay for all cost associated with the investigation of such a condition and, if necessary, all cost necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such condition exists, the client is responsible for all risks associated with the condition, and the SER shall not be responsible for the existing condition or any resulting damages to persons or property.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the client and the SER, the risks have been allocated so that the client agrees that, to the fullest extent permitted by the law, the SER total liability to the client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed total amount of SER fee. Such causes, include, but are not limited the SER's negligence, errors, omissions breach of contract or breach of warranty.

Terminations of Service: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of terminations, the client shall pay SER for all services, rendered to the date of terminations, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents: All documents produced by the SER under this agreement shall remain the property of the SER and may not be used by this client for any other endeavor without the written consent of the SER.

Dispute Resolution: Any claim or dispute between Client and the SER shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the SER.