



March 23, 2021

Mr. Marty Nix, Assistant County Administrator  
Hall County Government  
2875 Browns Bridge Road, 4<sup>th</sup> Floor  
Gainesville, GA 30504  
[mnix@hallcounty.org](mailto:mnix@hallcounty.org)

**Re: Hall County Administration Building Renovations -4<sup>th</sup> Floor  
Proposal for Professional Design Services**

Dear Mr. Nix:

Precision Planning, Inc. (PPI) is pleased to offer Hall County (Client) this proposal for professional design services related to renovations at the Hall County Administration Building in Gainesville, Georgia. The scope of services below is based upon our discussions and experience with projects of a similar nature. The attached table of estimated hours and rates is formatted in accordance with our Standby Services agreement with Hall County, dated October 10, 2017.

#### **Project Understanding**

PPI previously provided space programming and conceptual design services related to renovations of portions of the third and fourth floors of the Hall County Administration Building. It is our understanding that the Client wishes to move forward with full design services for fourth floor renovations and has requested that PPI provide Construction Documents and Permitting services for this work. The Client will procure construction services and will manage construction of the project in-house.

#### **Project Scope of Services**

##### **I. Construction Documents and Permitting**

- A. PPI will attend a kick-off meeting with the Client to confirm goals and objectives for the project and to verify approval of the previously prepared Conceptual Floor Plan.
- B. PPI will prepare Construction Documents (drawings and specifications) suitable for permitting, procurement, and construction of the project. Disciplines shall include architecture, interior design (finishes and furniture), limited plumbing engineering, low voltage and limited electrical engineering (lighting design not included).
- C. PPI will assist the Client with permitting of the project, including submittal of the documents for review by governing agencies, making revisions as requested, and conducting a final walk-through to obtain required approvals.
- D. PPI will issue a full set of permitted Construction Documents to the Client in hard copy and electronic media.

#### **Additional Services**

The following additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates:

1. Additional meetings required or requested by the Client not listed above
2. Design changes after approval of Conceptual Design Documents, or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule

Mr. Marty Nix, Assistant County Administrator  
Hall County Government  
March 23, 2021  
Page 2

3. Civil, Structural, Mechanical/HVAC Engineering
4. Lighting design and engineering
5. Bidding or Procurement services
6. Contract Administration services including site visits, field reports, submittal review, pay application review and certification, punch list and close out assistance

**Exclusions and Assumptions**

Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling are excluded from this scope of services.

**Compensation**

PPI agrees to perform the services outlined in Item I above for a **Not to Exceed (N.T.E.) Fee of \$88,170.00.**

PPI will invoice the Client based on actual man-hours spent according to the attached Schedule of Hourly Rates, plus Reimbursable Expenses (printing and mileage). Payments to PPI for Basic Services, Reimbursable Expenses, and Additional Services shall be made monthly in proportion to services performed. Payments under this agreement shall be due upon receipt.

Thank you for the opportunity to propose these services and to continue to serve Hall County.

Sincerely,



Elizabeth A. Hudson, RA, NCARB  
Senior Vice President, LEED® AP

LH/kb

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Attachments: Schedule of Standard Hourly Rates  
Standard General Conditions

Authorization given this \_\_\_\_\_ day of

\_\_\_\_\_, 2021

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

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

SCHEDULE OF STANDARD HOURLY RATES

Principal-in-Charge .....	\$160.00/Hour
Senior Project Architect .....	\$140.00/Hour
Project Architect .....	\$120.00/Hour
Senior Project Manager .....	\$150.00/Hour
Project Manager .....	\$125.00/Hour
Job Captain .....	\$100.00/Hour
Intern Architect .....	\$90.00/Hour
Interior Designer .....	\$90.00/Hour
Senior Civil Engineer .....	\$140.00/Hour
Civil Engineer .....	\$120.00/Hour
Senior Landscape Architect .....	\$140.00/Hour
Landscape Architect .....	\$90.00/Hour
Project Administrator .....	\$90.00/Hour
Senior Project Assistant .....	\$80.00/Hour
Project Assistant .....	\$70.00/Hour
Structural Engineer .....	\$140.00/Hour
Mechanical/Plumbing Engineer .....	\$140.00/Hour
Electrical Engineer .....	\$140.00/Hour
Cost Estimator .....	\$110.00/Hour
Survey Manager .....	\$125.00/Hour
Survey Coordinator .....	\$100.00/Hour
Survey Technician .....	\$90.00/Hour
Surveying (4-Man Crew) .....	\$175.00/Hour
Surveying (3-Man Crew) .....	\$165.00/Hour
Surveying (2-Man Crew) .....	\$135.00/Hour



## STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.