



June 1, 2022

Mr. Chuck Pinney, Purchasing Supervisor
Hall County Government
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504
mnix@hallcounty.org

**Re: Hall County Government Center Renovations
Proposal for Professional Design Services | Task Order #2022-031**

Dear Mr. Pinney:

Precision Planning, Inc. (PPI) is pleased to offer Hall County (Client) this proposal of professional design services related to renovations planned at the Hall County Government Center. The scope of services below is based upon the Request for Proposals dated May 18, 2022, the pre-proposal meeting held on site May 24, 2022, and our previous similar project experience. This project shall be contracted utilizing terms of PPI's Task Order agreement with Hall County dated October 10, 2017, with 2021/22 hourly rates.

Project Understanding

PPI understands that the Client is planning three (3) renovation projects at the current Hall County Government Center. Each scope component is outlined below:

Project 1: Exterior Building Finish

A new exterior façade system will be installed on the building (disciplines shall include Architecture and limited Structural Engineering).

Project 2: New Outdoor Plaza

The former "green roof" plaza covering a daylight basement will receive a new raised floor paver system with landscape, hardscape and site furnishings (disciplines shall include Architecture, limited Structural Engineering, and Landscape Architecture).

Project 3: Interior Renovations

Approximately 10,000 SF of interior tenant space will be reconfigured and renovated (disciplines shall include Architecture, Interiors (finishes and furniture), Mechanical, Fire Protection, Electrical and Low Voltage Engineering). Location of these interior renovations shall be determined by the Client based on the Spatial Needs Assessment currently being completed.

It is our understanding that these projects shall be issued as three separate contracts for construction. Professional design services for each scope component are proposed as outlined below.

Project Scope of Services (Applies to Projects 1, 2, and 3)

I. Schematic Design Phase

- A. PPI will attend a kick-off meeting with the Client to confirm goals and objectives for the project(s).
- B. PPI will develop a Schematic Design Package for review and comment by the Client:
 - Project 1: Three (3) rendered Schematic Exterior Elevation options
 - Project 2: Schematic Site Plan
 - Project 3: Schematic Floor Plan

- C. PPI will prepare a preliminary Opinion of Probable Cost (OPC) for each scope component, including hard and soft project costs, for submittal to the Client.

Note: It is our understanding that a construction budget of \$1,300,000 has been established by the Client for all three project scope components. PPI's Total Fees are based upon this maximum construction budget. Therefore, if the Schematic Design Phase OPC indicates that budget may be exceeded, the Client may eliminate one or more project component(s) from the scope of services. If the Client opts to increase the project budget and proceed with all project components, or if the Client opts to modify the scope of one or more project components, PPI reserves the right to renegotiate its N.T.E. Fees.

- D. Up to four (4) meetings for each project are included in this Scope of Services.

II. Construction Documents (CDs) and Permitting Phase

- A. PPI will prepare CDs for permitting, procurement and construction of the proposed project(s), including drawings and specifications. Disciplines for each scope component shall be as outlined in the Project Understanding.
- B. PPI will issue CDs for permitting review and will address comments as required for permit approval.

III. Procurement and Contract Administration

- A. PPI will assist the Client in issuing the project for public bid, including addressing bidder requests for information and issuing addenda as required, attending a pre-bid conference, opening bids, checking references for the lowest responsive and responsible bidder, and making a recommendation of award of contract.
- B. PPI will attend a pre-construction conference with the Client and Contractor (procured by the Client).
- C. PPI will visit the site every other week for up to twelve (12) weeks, prepare photographic field reports, and certify the Contractor's Pay Applications.
- D. PPI will review shop drawings and submittals [no more than two (2) revisions of each are included].
- E. PPI will review the Contractor's Requests for Information and Change Proposal Requests.
- F. PPI will perform a punch list walk-through and will certify Substantial Completion of the project.

Additional Services

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

1. Additional meetings or site visits required or requested by the Client not listed above
2. Design changes after approval of Schematic Design, or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. LEED Administration services
4. Land Surveying services
5. Plumbing engineering services
6. Engineering services, except as defined in the Project Understanding
7. Artwork specification
8. Signage design and specification
9. Additional project components or phasing of project components
10. Additional contracts for construction

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.

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Compensation

PPI agrees to perform the services outlined in Items I, II and III for the following **Not to Exceed (N.T.E.) Fees:**

Project 1: Exterior Building Finish	\$81,320.00
Project 2: New Outdoor Plaza	\$79,560.00
Project 3: Interior Renovations	\$132,650.00
Total N.T.E. Fees:	\$293,530.00

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.

Note: It is our understanding that a construction budget of \$1,300,000 has been established by the Client for all three project scope components. PPI's Total Fees are based upon this maximum construction budget. Therefore, if the Schematic Design Phase OPC indicates that budget may be exceeded, the Client may eliminate one or more project component(s) from the scope of services. If the Client opts to increase the project budget and proceed with all project components, or if the Client opts to modify the scope of one or more project components, PPI reserves the right to renegotiate its N.T.E. Fees.

If this proposal is acceptable, please sign below, initial the bottom of each page, and return to my attention (by e-mail is acceptable). Thank you for the opportunity to propose these services and to continue to serve Hall County!

Sincerely,



Elizabeth A. Hudson, RA, NCARB
Executive Vice President, LEED® AP BD+C

LH/kb

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Attachments: Hall County Schedule of Standard Hourly Rates
Standard General Conditions
Signed Task Order Form

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

Initials: _____

HALL COUNTY SCHEDULE OF STANDARD HOURLY RATES

Principal-in-Charge	\$185.00/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
CADD Technician	\$80.00/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
Senior Survey Manager	\$150.00/Hour
Survey Manager.....	\$130.00/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.



Initials: _____

January 27, 2021

- 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.



Initials: _____

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- 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.

Date Issued: May 18, 2022

Task Order #2022-031

COST PROPOSAL: Per discussion at May 24, 2022 Pre-Proposal Conference, firms shall replace RFP Cost Proposal format with a breakdown of Not To Exceed (N.T.E.) Fees for each project scope component.

Project 1: Exterior Building Finish	\$81,320.00
Project 2: New Outdoor Plaza	\$79,560.00
Project 3: Interior Renovations	\$132,650.00
TOTAL N.T.E. FEES:	\$293,530.00

Invoices must be emailed directly to the Financial Services Department at accountspayable@hallcounty.org.

Any Change Orders required must be in writing and approved before work proceeds.

CONTACTS:

Questions regarding this Task Order may be directed to Chuck Pinney at cpinney@hallcounty.org.

Technical Questions may be directed to Marty Nix at mnix@hallcounty.org.

APPROVAL SIGNATURES:

This Task Order is valid upon signature of the Owner (Hall County Board of Commissioners) and Precision Planning, Inc., which together shall constitute a completed executed Task Order. A copy of a signed Task Order in PDF or facsimile format shall be considered as valid and binding as an original.

AUTHORIZED BY:

AGREED TO:

 6-1-22

 Contractor/Authorized Agent Date

 Owner/Authorized Agent Date

Elizabeth A. Hudson, RA, Executive Vice President

 Print Name/Title

 Print Name/Title