



September 6, 2022 (Revised September 12, 2022)

Ms. Katie Crumley, Communications and Strategic Engagement Manager
Hall County Government
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504
kcrumley@hallcounty.org

**Re: Hall County Health Department Renovation
Proposal for Professional Design Services**

Dear Ms. Crumley:

Precision Planning, Inc. (PPI) is pleased to offer Hall County (Client) this proposal for professional design services related to renovations planned at the Hall County Health Department. The scope of services below is based upon your request and will be an additional authorization related to PPI's contract for Hall County space programming and master planning.

Project Understanding

PPI understands that the Client plans to renovate the interior of the existing Hall County Health Department in its entirety (approximately 36,000 SF) to improve efficiency and expand the functionality of the building. The scope will also include a new drive-up canopy at the main entrance. The exterior façade of the Health Department building and the District Building will be renovated to match a proposed new building and create a "campus" feel. Civil engineering of the project site is by others. Design services are proposed as outlined below.

Project Scope of Services

I. Schematic Design

- A. PPI will attend a kick-off meeting with the Client to confirm goals and objectives for the project.
- B. PPI will utilize a previously prepared CAD As-Built Floor Plan for design purposes.
- C. PPI will prepare a Schematic Floor Plan for submittal to the Client. One (1) revision is included.
- D. PPI will prepare a Schematic level Opinion of Probable Cost (OPC) for submittal to the Client.

II. Construction Documents

- A. After approval of the Schematic Floor Plan, 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 signage), mechanical/plumbing/fire protection engineering and electrical/low voltage engineering.
- B. PPI will assist the Client with permitting of the project, including submittal of the documents for review by governing agencies, addressing comments as requested, and conducting a final walk-through to obtain required approvals.

III. Construction Contract Administration

- A. PPI will attend a pre-construction conference with the Client and Contractor (procured by the Client).
- B. PPI will visit the site every other week for up to ten (10) months, prepare photographic field reports, and certify the Contractor's Pay Applications.
- C. PPI will review shop drawings and submittals [no more than two (2) revisions of each are included].
- D. PPI will review the Contractor's Requests for Information and Change Proposal Requests.
- E. 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 services associated with additional project phases
3. 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
4. Land Surveying, civil engineering and structural engineering
5. Furniture design and specification
6. Bidding or Procurement services
7. LEED Certification

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 above on an hourly basis, invoicing the Client based on actual man-hours spent for a **Not to Exceed Fee of \$435,550.00**. Reimbursable expenses are in addition to the Not to Exceed labor charges (refer to Item H in the attached Standard General Conditions), and will be invoiced up to a Not to Exceed maximum of \$5,000.00.

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

Sincerely,



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

LH/kb

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Attachments: Hall County Standard Hourly Rates; Standard General Conditions

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

Approved as to form:



William J. Linkous III
Deputy County Attorney

Initials: _____

HALL COUNTY STANDARD HOURLY RATES

Billing Category	Hourly Rate 2022	Estimated Hours	Total
Principal in Charge	\$185.00	40	\$7,400.00
Sr. Project Architect	\$140.00	60	\$8,400.00
Project Architect	\$120.00		\$0.00
Senior Project Manager	\$150.00		\$0.00
Project Manager	\$125.00	750	\$93,750.00
Job Captain	\$100.00	750	\$75,000.00
Intern Architect	\$90.00	600	\$54,000.00
Interior Designer	\$90.00	N.T.E.	\$33,480.00
CADD Technician	\$80.00	600	\$48,000.00
Senior Civil Engineer	\$140.00		\$0.00
Civil Engineer	\$120.00		\$0.00
Senior Landscape Architect	\$140.00		\$0.00
Landscape Architect	\$90.00		\$0.00
Project Administrator	\$90.00	60	\$5,400.00
Senior Project Assistant	\$80.00	24	\$1,920.00
Project Assistant	\$70.00		\$0.00
Structural Engineer	\$140.00	N.T.E.	\$6,400.00
Mechanical/Plumbing Engineer	\$140.00	N.T.E.	\$35,280.00
Electrical Engineer	\$140.00	N.T.E.	\$36,720.00
Low Voltage Engineer	\$140.00	N.T.E.	\$25,400.00
Cost Estimator	\$110.00	40	\$4,400.00
Senior Survey Manager	\$150.00		\$0.00
Survey Manager	\$130.00		\$0.00
Survey Coordinator	\$100.00		\$0.00
Survey Technician	\$90.00		\$0.00
Registered Surveyor	\$150.00		\$0.00
Surveying Crew	\$175.00		\$0.00
SUB-TOTAL			\$435,550.00
Reimbursable Expenses:			
Printing, mileage, photographs, and other consumable documents			\$5,000.00
TOTAL PROPOSED FEE, NOT TO EXCEED:			\$440,550.00

Initials: _____

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.



Initials: _____

Sept. 12, 2022

- 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)~~ forty-five (45) 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)~~ fifteen (15) 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.



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Authorization given this _____ day of

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By: _____

Title: _____

Initials: _____

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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.

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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: _____

Sept. 12, 2022


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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)~~ forty-five (45) 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)~~ fifteen (15) 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.

Approved as to form:


William J. Linkous III
Deputy County Attorney