

**NOTICE TO PROCEED**

TO: Greenline Architecture

RE: NOTICE TO PROCEED

Task Order #1 – Design of Additions and Renovation to the Administrative Complex

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within \_\_\_\_ calendar days from that time.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

Effingham County Board of Commissioners

\_\_\_\_\_  
Wesley Corbitt, Chairman

**ACCEPTANCE OF NOTICE:**

Receipt of the above Notice to Proceed is acknowledged.

Contractor: \_\_\_\_\_

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

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

Date of Acceptance: \_\_\_\_\_

# EFFINGHAM COUNTY ADMINISTRATIVE BUILDING

ADDITIONS AND RENOVATIONS TO 802 SOUTH LAUREL STREET, SPRINGFIELD, GEORGIA

DATE: February 9, 2023

CLIENT: Effingham County  
802 South Laurel Street  
Springfield, Georgia 31426

ATTENTION: Mr. Tim Callanan, County Manager

ARCHITECT: Greenline Architecture  
28 East 35th Street  
Savannah, Georgia 31401  
Phone: 912.447.5665

## INTRODUCTION

Thank you for the opportunity for our firm to provide design services for your building project. This proposal is submitted for your review as a basic outline of our architectural services and associated fees. Please return a signed copy of this proposal for us to begin the contract process.

## 1.0 SCOPE OF WORK

The project includes the addition of approximately 3,150 SF to the rear of the existing first floor of the current bank building. The area of the building that is currently operating as a bank will be retrofitted to house the following departments: County Tax Assessor and County Tax Commissioner, with support spaces such as Break and Restrooms, for all groups. The area above the addition (+/- 1900 SF) will be fitted out as future expansion space and will tie into the County Manager's office area. This scope is based on a construction budget of \$1.2-1.5M.



MONICA D. MASTRIANNI, AIA, LEED AP  
GA-7585

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GA-7441

28 EAST 35TH STREET SAVANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 [WWW.GREENLINEARCH.COM](http://WWW.GREENLINEARCH.COM)

## 2.0 SCHEMATIC DESIGN PHASE

Based on review of sketches prepared by Greenline Architecture in 2021 and the decisions confirmed in a kick-off meeting, Architect will begin to work on the Schematic Design Floor Plan and Elevations. This process will be informed by both the Architectural Program prepared in 2019.

This phase will result in the following deliverables:

- Topographic Survey of entire site for design of parking and drainage
- First and Second Floor Plans (including renovations to existing banking area for new use)
- Building Elevations
- Typical Wall Sections
- Mechanical/Electrical systems narrative

## 3.0 DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENT PHASES

At this time, Architect will engage Civil, MEP and Structural engineering consultants to work from the owner-approved Schematic Design drawings to prepare Design Development and Construction Documents to be used for bidding, permitting and construction. Architect will meet with Owner during this process to review progress and work out specifics on specifications and details. This work will include basic finish selection and specification.

## 4.0 BIDDING & PERMITTING PHASES

Architect and consulting engineers will provide services during the bidding and permitting process to answer questions, hold pre-bid meetings and provide revisions if required by the authorities having jurisdiction.

## 5.0 CONSTRUCTION PHASE SERVICES

Architect and consulting engineers will provide construction phase services including shop drawing review, clarifications, interface with General Contractor on behalf of the Owner and site visits during construction with accompanying site visit reports and photographic documentation.

## 6.0 BASIC SERVICES/FEE SUMMARY

Based upon the scope of work, as we understand it today, and the exclusions described below, we propose to provide these services for the fee as follows:

Schematic Design:	\$ 36,000
DD and CD Phases:	\$ 46,900
Bid/Permit:	\$ 14,700
CA Phase:	\$ 26,400
<hr/>	
<b>TOTAL:</b>	<b>\$124,000</b>

## 7.0 ADDITIONAL SERVICE/EXCLUSIONS

Services not included in this proposal and to be invoiced with a fixed fee or hourly in accordance with the rates as illustrated in Attachment 'A' if added:

- Furnishing, Fixture and Equipment selection and specification
- Geotechnical or ESA work
- Stormwater Detention or modeling
- Utility Design (assume all utilities extend from existing building)
- GDOT plan/permit
- Landscape or irrigation design
- As-built site survey
- Consultants in addition to those listed herein
- Professional cost estimating services
- Appearance at Public meetings
- Review or Permitting fees
- Professional Renderings
- Printing or Plotting costs

Thank you again for contacting us to help with your project. To discuss any aspects of this proposal or our working relationship, please do not hesitate to call.

Submitted by:



Monica D. Mastrianni, AIA  
Principal, Greenline Architecture

Accepted by:

Signature

Date

## **ATTACHMENT 'A' - GENERAL PROVISIONS**

### **1. GENERAL:**

The Design Professional, Greenline Architecture, Inc., hereinafter referred to as Greenline or Consultant, agrees to furnish architectural services to **Effingham County**, referred to as the CLIENT, for the project described in this Proposal Acceptance and attachments thereto. CLIENT's acceptance of this proposal is his/her agreement to utilize Greenline services at the rate and charges indicated. This agreement may not be transferred or assigned without the written consent of Greenline. This proposal is valid for a period of 60 days from date submitted. If the design work does not commence within 60 days or if, during the course of the design work, the project goes "on hold" for longer than 30 days, this agreement will be subject to renegotiation.

### **2. SCOPE:**

This proposal intends that all services detailed herein will be performed by Greenline and that there are no material changes in the scope of work. The attached proposal contains detailed scope of work. Should the scope of the project be changed materially, compensation to Greenline for professional services shall be subject to re-negotiation based on the hourly rates listed herein.

### **3. LIMIT OF SERVICES:**

Any requested services not within the scope of work shall be performed under these general provisions at Greenline's then prevailing fee for such service. (See Item "9.")

### **4. PAYMENT TERMS:**

Greenline bills at the end of each month for the work completed during that period. Services when billed are payable UPON receipt of invoice. Invoiced amounts over 30 days past due will be charged 1.5 % of the outstanding balance per month. Unless Greenline is notified in writing of any disputed charge within thirty (30) days of the invoice date, the CLIENT agrees that the invoice is final and not subject to adjustment. Failure to make payments on any invoices over thirty (30) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. CLIENT agrees to reimburse the architect for all costs of collecting overdue bills including but not limited to attorney's fees, court costs and time spent by employees of our firm in pursuit of payment. In the event CLIENT requests termination of the services prior

to completion, fees based on unit rates in Item "9," plus a termination charge in an amount not to exceed thirty percent of all charges incurred through the date services are stopped and any shutdown costs, may be invoiced at the discretion of Greenline. If, during the execution of the services, Greenline is required to stop operations as a result of changes in the scope of services such as requests by the CLIENT or requirements of third parties, additional charges will be applicable.

#### 5. DOCUMENTS:

All drawings, specifications, surveys, calculations, estimates and field notes prepared by Greenline are instruments of service and are and shall remain the property of Greenline and CLIENT whether the property for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with compensation determined by Greenline and CLIENT. Any unauthorized or non-compensated reuse without Greenline's and CLIENT's expressed, written permission, opportunity for verification or in-house adaptation by Greenline will be at the users sole risk and without liability or legal exposure to Greenline, and the CLIENT agrees to indemnify and hold harmless Greenline and CLIENT for all claims, damages, losses and expenses including attorney's fee, arising out of or resulting from such reuse.

#### 6. SAFETY:

Should the CLIENT request Greenline to provide periodic observations or review services at the job site during construction, CLIENT agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the Job site, including safety of all persons and property during the performance of the work, and compliance with OSHA and other regulatory authorities and regulations, and these requirements will apply continuously and not be limited to normal working hours. Any review of the contractor's performance conducted by Greenline is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site. In addition, the CLIENT agrees that the general contractor will name the architect as an additional insured on the contractor's general liability policy.

#### 7. HAZARDOUS MATERIALS:

- a. Disclaimer; Nothing in this agreement shall impose liability on the Architect or his consultants for claims, lawsuits, expenses or damages arising from, or in any manner related to the identification of, exposure to, or the handling, manufacture or disposal of hazardous materials in any of its various forms, as defined by the Environmental Protection Agency.
- b. Indemnification Statements: It is understood and agreed that this agreement does not contemplate identification of, handling, design of removal or management of hazardous material. Therefore, the CLIENT agrees to hold harmless, defend and indemnify Greenline and his Consultants, for all claims, lawsuits, expenses or damages arising from or related to the identification of, handling, use, treatment, purchase, sale, storage or disposal of any hazardous waste materials or hazardous in general.

## 8. BUDGET

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors methods of pricing. Consultant's opinion of probable construction cost is made on the basis of the Consultants professional judgment and experience. The Consultant makes not warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Consultants opinion.

## 9. ADDITIONAL SERVICES AND UNIT RATE FEES:

Prior to undertaking any additional services, Greenline Architecture Inc. shall complete the *additional services form*, which will describe the extent and the cost of the additional work to be completed. No additional service work will be commenced without the owner's written approval on the form and return of the form to the consultant.

Work performed for hourly reimbursement, Design/Administration Services for Modifications, Additions or Alterations to design directed after client approval of schematic design drawings or advertisement for bids, Value Engineering, Costs for out-of-town travel, Additional Construction Review, Alternate Designs (after approved design sign-off), Record documents (as-builts) (if not included as part of the basic services), Permit Administration etc., or Additional or Non-Basic Services, will be invoiced at the following Unit Rates:

Principal:	\$200 per hour
Senior Project Manager:	\$175 per hour
Project Manager	\$125 per hour
Emerging Professionals:	\$60-110 per hour
Interior Designer:	\$75-175 per hour
Draftsman:	\$78 per hour
Clerical:	\$50 per hour
Depositions:	\$250 per hour
Outside consultants retained and invoiced through Greenline:	1.2 x cost

## 10. REIMBURSABLE EXPENSES

To be billed with each regular invoice, in addition to the agreed upon fee.

Blueprints:	\$1.50 per sheet
Plot Sheets:	\$8.00 per sheet
Color Plot Sheets:	\$25.00 per sheet
Mileage:	\$.535 per mile
Travel:	\$1.2 x cost
Postage/Overnight Delivery	\$1.2 x cost

#### 11. CONSTRUCTION REVIEW:

If requested the Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed to in writing by the Client and Consultant in order to observe the progress of the Work. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractors Work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

The Consultant shall not supervise, direct or have any control over the Contractor's work nor have any responsibility for the construction means, methods techniques, sequences or procedures selected neither by the Contractor nor for the Contractors safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

#### 12. SUBMITTAL REVIEWS:

Review of contractor's submittals shall mean and consist of taking appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted within reasonable promptness consistent with generally accepted professional practice and construction sequence. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Architect shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions or those for which submissions for correlated items have not been received. Review shall not be a basis of any changes in construction cost unless otherwise agreed in writing.

#### 13. INSURANCE:

Greenline maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000 per claim with a limit of 2 claims per year. A certificate of insurance can be supplied evidencing such coverage. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Greenline will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

#### 14. STANDARD OF CARE:

In providing services under this agreement, the consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.



15. DISPUTE RESOLUTION:

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiation between appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to civil litigation.


In the event that CLIENT makes a claim against Greenline, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by Greenline in defending against the claim. Such costs include but are not limited to personnel related costs, attorney's fees, court costs and other claim-related expenses. It is agreed that our firm is a Corporation and that any claim made by the Owner, Contractor, CLIENT or others arising out of any act or omission of any director, officer, or employee of Greenline in the execution or performance of the agreement, shall be made against Greenline and not against a director, officer or employee of Greenline. Greenline agrees not to make any claims against CLIENT other than for nonpayment of invoices.

16. LIMITS OF LIABILITY:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

17. GOVERNING LAW:

This agreement shall be governed in all respects by the laws of the State of Georgia.

  
\_\_\_\_\_  
Greenline Architecture, Inc.

**February 13, 2023**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner or Representative

\_\_\_\_\_  
Date