



August 31, 2022

Mr. James Shelby
Director of Planning, Building and Zoning
City of Forest Park
745 Forest Pkwy.
Forest Park, GA 30297

RE: Fire E.O.C Feasibility Study

Precision Planning, Inc. (PPI) is pleased to submit this proposal for professional design services to the City of Forest Park (Client). This Scope of Services and Fee Proposal are based upon your request and our experience with projects of a similar scope.

Project Understanding

We understand that the Client wishes to renovate an existing facility located adjacent to the new Gillem Public Safety Building. Once completed, the building shall serve as an Emergency Operations Center (EOC). The existing facility located on Anvil Block Rd. consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of the four floor plan design options provided by the Client and shall consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room and a large open war room. PPI shall provide preliminary design services as outlined below in order to determine the feasibility of the project.

Scope of Work

- I. Programming and Schematic Design
 - A. Kick-off meeting to review and confirm project scope
 - B. Site visit and review of site survey (provided by Client)
 - C. Development and submittal of Milestone Design Schedule to the Client
 - D. Evaluate existing building, including architectural, structural, mechanical, plumbing, and electrical systems and upgrades required for code compliance
 - E. Develop report of findings from existing building evaluation including recommendations for review and approval
 - F. Programming interviews with building user representatives to verify space program requirements and adjacencies—up to two (2) interviews included
 - G. Preparation and submittal of Program Document for Client review
 - H. Development of Schematic Site Plan, Schematic Floor Plan and 3D Schematic Exterior View for Client review and comment—up to two (2) revisions included
 - I. Preparation and submittal of Schematic Opinion of Probable Cost
 - J. Preparation and submittal of Final Schematic Design Package to the Client in hard copy and electronic media

Compensation

PPI proposes to provide the Scope of Services listed above for the following Not to Exceed (N.T.E.) Fees:

	<u>N.T.E. FEE</u>
I. Programming and Schematic Design	\$44,220.00
<i>Reimbursable Expenses N.T.E.</i>	<u>\$ 1,000.00</u>
Total N.T.E. Fees:	\$45,220.00

PPI will invoice monthly based on actual man-hours according to the contracted Schedule of Hourly Rates, plus reimbursable expenses (printing and mileage).

Additional Services

The following are additional services which may be provided and may be invoiced according to the attached Schedule of Hourly Rates:

1. Additional meetings or site visits required or requested by the Client
2. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. LEED Certification services
4. Utility Location Services
5. Land surveying
6. Offsite utility extension or pump station design
7. Permitting fees or assessments
8. Professional Renderings
9. Commissioning Services
10. FF&E Design Services
11. Construction Documents and Permitting Services
12. Procurement and Contract Administration Services

Exclusions and Assumptions

1. Re-zoning or special use permits
2. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances
3. Geotechnical, special inspections or materials testing
4. Flood studies
5. Site retaining wall design
6. Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling
7. Destructive or non-destructive testing associated with determining the structural integrity or capacity of any building system
8. Testing services associated with water intrusion and mitigation, rodent and/or termite infestation, or any in-depth evaluation or investigation of the same
9. Evaluation or testing of existing septic systems if applicable
10. Evaluation will be based on observations of currently readily accessible conditions at the time of the site visit(s) and will not include removal of, or selective demolition of any material, combination of materials, or any system components

Ms. LaShawn Gardiner
Director of Planning and Zoning
City of Forest Park
August 31, 2022
Page 3

We look forward to your acceptance of this proposal. If this proposal is acceptable, please sign below, initial each page, and return a copy to our office. Thank you for your consideration.

Sincerely,



B. Kent Snyder, RA
Assistant Vice President



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

LH/KS:kb

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c: Chief Latosha Clemons

Attachments: Standard General Conditions

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

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.

- 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.

Fire Station - Expansion Parcel

Glenn Valentino <gvalentino@valentinosurvey.com>

Fri 9/2/2022 7:48 AM

To: James Shelby <jshelby@forestparkga.gov>

Cc: Bruce Abraham <BAbraham@forestparkga.gov>

📎 1 attachments (3 MB)

15-074_FIRE-STATION.pdf;

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Hi James:

Per your request the price to add the additional parcel the fire station and set the new property corners on the East side of the property is \$2,500.00

Provide one survey showing both tracts, the fire station parcel & additional east tract encompassing the existing pump house building. Provide a legal description for the east parcel and one overall legal description of the two parcels.

Thank You
Glenn Valentino
President



Valentino & Associates, Inc
Surveying & Geomatics

4045 Orchard Rd., Suite 200
Smyrna, Ga 30080
gvalentino@valentinosurvey.com
Bus. 770-438-0015
Cell 770-294-9988