



January 25, 2023

Mr. Hank Shirley, Director
Walton County Facilities/Risk Management Department
303 South Hammond Drive, Suite 97
Monroe, Georgia 30655

**Re: Walton County Employee Health Clinic
Proposal for Professional Design Services**

Dear Mr. Shirley,

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this professional design services proposal to Walton County (*Client*). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

PROJECT UNDERSTANDING

PPI understands that the Client is planning renovations to an existing County-owned single story building in downtown Monroe, GA to serve as its Employee Health Clinic. The building previously housed the County's VFW (Veterans of Foreign Wars) offices. PPI further understands that the Client will self-perform construction, and permitting of the project is not anticipated. Client is requesting design phase services as outlined below.

PROJECT SCOPE OF SERVICES

I. Architectural Design and Construction Documents

- A. PPI will attend a kick-off meeting with the Client to tour the existing building and review space requirements, goals and objectives.
- B. PPI will field measure the existing building and will prepare an As-Built Floor Plan for use in developing the proposed design.
- C. PPI will prepare a Schematic Floor Plan based on Client space requirements and will submit for Client review and comment (up to one revision is included).
- D. PPI will prepare Architectural Construction Documents. (Note: Mechanical/Plumbing/Electrical Engineering is included as an optional additional service).
- E. PPI will attend one review meeting with the Client at 50% completion of Construction Documents and will make minor revisions to the project if requested.
- F. PPI will issue final Construction Documents for the Client's use in hard copy and electronic media.

PROJECT ADDITIONAL SERVICES

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

1. Additional meetings and site visits required or requested by the Client not listed above
2. Design changes or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. Land surveying and utility locate
4. Civil Engineering
5. Structural, Mechanical/Plumbing, and Electrical Engineering
6. Book Specifications or Project Manual
7. Permitting services
8. Procurement or Bidding services
9. Construction Contract Administration

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PROJECT EXCLUSIONS

PPI is not responsible for any testing services including, but not limited to, soil testing, geotechnical testing and exploration, tests for hazardous materials, or any other environmental tests relating to existing conditions.

PROJECT COMPENSATION

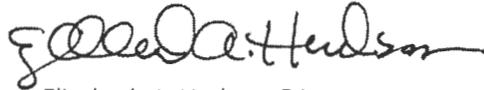
PPI proposes providing the scope of services outlined above for the following Not To Exceed (N.T.E.) Fees:

- I. Architectural Design and Construction Documents: \$12,000.00
- Optional Fee for Mechanical/Plumbing/Electrical Engineering: \$7,200.00*

PPI will invoice monthly based on actual man-hours spent, according to the attached Schedule of Hourly Rates plus Reimbursable Expenses (Refer to Item H in the attached Standard General Conditions). Additional Services authorized by the Client shall be invoiced according to the attached Schedule of Hourly Rates.

Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned to me by e-mail. Precision Planning looks forward to this opportunity to serve Walton County!

Sincerely,



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

LH/kb

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Attachments:

- Schedule of Standard Hourly Rates
- Standard General Conditions

Authorization given this _____ day of
_____, 2023

By: _____

Title: _____

Initials: _____

2023 SCHEDULE OF ARCHITECTURAL HOURLY RATES –WALTON COUNTY

Principal in Charge.....	\$185.00/Hour
Senior Project Architect.....	\$150.00/Hour
Project Architect.....	\$125.00/Hour
Senior Project Manager.....	\$150.00/Hour
Project Manager.....	\$125.00/Hour
Senior Job Captain.....	\$115.00/Hour
Job Captain.....	\$100.00/Hour
Intern Architect.....	\$90.00/Hour
CADD Technician.....	\$80.00/Hour
CADD Drafter.....	\$60.00/Hour
Interior Designer.....	\$90.00/Hour
Senior Civil Engineer.....	\$150.00/Hour
Civil Engineer.....	\$125.00/Hour
Senior Landscape Architect.....	\$150.00/Hour
Landscape Architect.....	\$90.00/Hour
Project Administrator.....	\$90.00/Hour
Senior Project Assistant.....	\$80.00/Hour
Project Assistant.....	\$70.00/Hour
Senior Structural Engineer.....	\$150.00/Hour
Junior Structural Engineer.....	\$125.00/Hour
Senior Mechanical/Plumbing Engineer.....	\$150.00/Hour
Junior Mechanical/Plumbing Engineer.....	\$125.00/Hour
Senior Electrical Engineer.....	\$150.00/Hour
Junior Electrical Engineer.....	\$125.00/Hour
Cost Estimator.....	\$125.00/Hour
Senior Survey Manager.....	\$150.00/Hour
Survey Manager.....	\$125.00/Hour
Registered Land Surveyor (RLS).....	\$150.00/Hour
Survey Coordinator.....	\$100.00/Hour
Survey Technician.....	\$90.00/Hour
Surveying Crew.....	\$175.00/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.

- 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.