

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Professional Services – Existing Courthouse Building Demolition

DATE: June 9, 2021

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- \$18,410

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: June 21, 2021

PURPOSE: To request Commission approval to award Professional Service to oversee the demolition of existing courthouse building to Precision Planning.

BACKGROUND / HISTORY: Habersham County sought Task Orders from the three on-call Standby Architecture Service Firms; Croft, Jericho Design Group, and Precision Planning, Inc. All three firms responded to the request with Precision Planning being the lowest priced. Precision Planning is proposing an approach with a not to exceed fee of \$18,410, including reimbursable expenses up to \$750 to be paid out of Countywide Contracted Services.

Precision Planning's approach includes the following services:

- a. Meeting with Client to determine the goals and expectations for the project.
 - b. Property visit and review existing drawings to confirm existing conditions of current structures, location of utilities where visible, parking areas and drives.
 - c. Client and firm will confirm the scope of demolition.
 - d. Precision & Civil Engineers subconsultant will prepare drawings indicating the extents of proposed demolition activities for the purpose of permitting, bidding and construction of the proposed work, including:
 1. Demolition Plan
 2. Grading Plan
 3. Erosion Control Plan
 - e. Prepare technical specifications for the proposed work, including selective demolition, grading and erosion control.
 - f. Submit the contract documents to agencies with jurisdiction for permit review and address comments as applicable.
 - g. Attend up to two (2) meetings with the Client to present and review the draft contract documents.
 - h. Prepare and issue document for bidding and will prepare and issue addenda as required.
 - i. Attend and assist with pre-bid conference if requested.
 - j. Will attend and assist with bid opening, evaluating bids and award of contract.
 - k. Attend and assist with a pre-demolition conference.
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- l. Will perform up to three (3) site visits during demolition, including photographic field reports.
 - m. Respond to Requests for Information and Change Proposal Request as needed.
 - n. Assist with close-out of the projects, including certifying the final application for payment.

Additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates.

FACTS AND ISSUES:

- o All three firms responded to the request with Precision Planning being the lowest priced.
- o Precision Planning is proposing an approach with a not to exceed fee of \$18,410, including reimbursable expenses up to \$750 to be paid out of Countywide Contracted Services.

OPTIONS:

- 1) Approve award of Professional Service to oversee the demolition of existing courthouse building to Precision Planning
- 2) Deny award Professional Service to oversee the demolition of existing courthouse building to Precision Planning
- 3) Commission defined alternative.

RECOMMENDED SAMPLE MOTION: Move to award Professional Service to oversee the demolition of existing courthouse building to Precision Planning.

DEPARTMENT:

Prepared by:

Director _____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:**_____

County Manager

[illegible]



May 19, 2021

Habersham County Purchasing, Finance Department
130 Jacobs Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
706-839-0200

**Re: Task Order #2021-001: Existing Courthouse Building Demolition
Proposal for Standby Architectural Services**

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this professional design services proposal to Habersham County (*Client*). This proposal is based upon our 2020 agreement for Standby Architectural Services.

Item #1: Approach

Understanding

It is our understanding that the Client intends to demolish the existing 4-story building totaling 29,275 square feet (per the renovation drawings from 1997). The demolition shall include the building structure in entirety including utilities, foundations, and adjoining sidewalks. All demolished materials shall be disposed of in a legal manner. The remaining basement shall be filled and compacted with structural soil for future development to achieve a minimum of 2,000 psf soil bearing capacity. All disturbed areas shall be hydro-seeded upon completion.

Methodologies

During the design phases, PPI's key staff members will always be responsive and accessible. Our staff and the relevant engineering sub-consultants will be available for scheduled review meetings and presentations. Our team will engage in early design meetings with local permitting authorities to identify potential code comments. PPI maintains up-to-date knowledge of building codes and will perform research on applicable local ordinances and requirements that may apply. Our team expects to have heavy involvement during bidding and will provide the level of procurement assistance requested. Once the Contractor is on board, our team will attend and assist with Owner/Architect/Contractor (OAC) Meetings to coordinate on the demolition and schedule. PPI is committed to quality and continually improving programs, methods and procedures in our design and contract administration services.

Our team is committed to staying on schedule. We will clearly outline and communicate the critical path, and we will notify parties of review deadlines that affect the ultimate completion date. If necessary, we will propose a more aggressive task sequence in order to ensure completion within the allocated timeframe. Because of the depth of the Precision Planning team, we have the ability to dedicate the resources needed at each design phase in order to stay on schedule.

Our team has worked in successful cooperation with many Municipalities, Departments and Contractors for similar projects. We respond to Requests for Information in a timely manner, prepare complete and concise Field Reports, and are available whenever needed to address concerns or challenges at the jobsite. When, and if, a problem arises, we address it quickly, concisely and fairly to all parties. By the same token, we do not accept substandard work, no matter how minor. We expect and demand that the Contractor and subcontractors fulfill the terms of their contract to the letter, no exceptions.

Approach

I. Demolition Documents, Bidding and Contract Administration

- A. PPI will attend a kickoff meeting with the Client to determine the goals and expectations for the project.
- B. PPI will visit the property and review existing drawings to confirm existing conditions, including existing structures, location of utilities where visible, drives and parking areas.
- C. PPI, with assistance from the Client, will confirm the scope of demolition.
- D. PPI and its civil engineering subconsultant (J.M. Smith Engineering, LLC) will prepare drawings indicating the extents of proposed demolition activities for the purpose of permitting, bidding and construction of the proposed work, including:
 - 1. Demolition Plan
 - 2. Grading Plan
 - 3. Erosion Control Plan
- E. PPI will prepare technical specifications for the proposed work, including selective demolition, grading and erosion control.
- F. PPI will submit the contract documents to agencies with jurisdiction (the City of Clarkesville and Habersham County Fire Marshal) for permit review and will address comments as applicable.
- G. PPI will attend up to two (2) meetings with the Client to present and review draft contract documents.
- H. PPI will prepare and issue documents for bidding and will prepare and issue addenda as required.
- I. PPI will attend and assist with a pre-bid conference if requested.
- J. PPI will attend and assist with bid opening, evaluating bids and award of contract.
- K. PPI will attend and assist with a pre-demolition conference.
- L. PPI will perform up to three (3) site visits during demolition, including photographic field reports.
- M. PPI will respond to Requests for Information (RFIs) and Change Proposal Requests as needed.
- N. PPI will assist with close-out of the project, including certifying the final application for payment.

Additional Services

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

- 1. Land surveying
- 2. Utility locate
- 3. As-built measurements and preparation of as-built drawings
- 4. Architecture and building engineering design services
- 5. Assistance with multiple bid phases or multiple construction contracts
- 6. Environmental delineations or studies or design of stream channel maintenance or restoration
- 7. Specimen Tree Survey and Tree Protection Plan
- 8. Additional meetings, submittals and/or site visits beyond those outlined above

Exclusions

The following services are excluded:

- 1. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances
- 2. Geotechnical, special inspections or materials testing
- 3. Flood studies
- 4. Site retaining wall design

Initials: _____

Item #2: Firm Experience

1. Georgia State Financing and Investment Commission (GSFIC) Demolition of Buildings #21, #22 and #4 at Department of Public Safety Headquarters Campus (DPS-043A), Atlanta, Georgia

Description: Demolition of Buildings #21 (50,600 SF), #22 (402 SF) and #4 (7,000 SF) on the Department of Public Safety Headquarters Campus located at 935 United Avenue, Atlanta, Georgia. Included demolition of sidewalks, site items, trees, landscaping, removal and capping of underground utilities. Completed February 2020.

Services Provided: Demolition documents, permitting, bidding and contract administration services

Staff/Project Team Role/Involvement: Liz Hudson, Principal, Oversight and management

Owner Reference: James Brownsmith, Project Executive, GSFIC, 270 Washington Street, 2nd Floor, Atlanta, GA 30334, 404-463-5600, james.brownsmith@gsfic.ga.gov

2. Lilburn Police/Courts Building Demolition, Lilburn, Georgia

Description: Demolition of the existing Police and Courts building, selected sidewalks, site items, trees, landscaping, irrigation, removal and capping of underground utilities located at 76 Main Street, Lilburn, GA. The existing building has an adjacent active park and performance stage/pavilion. Completed March 2020.

Services Provided: Demolition documents, permitting, bidding and contract administration services

Staff/Project Team Role/Involvement: Liz Hudson, Principal; Paul Hoover, Project Management

Owner Reference: Bill Johnsa, City Manager, City of Lilburn, 340 Main Street, NW, Lilburn, GA 30047, 770-921-2210, bjohnsa@cityoflilburn.com

3. Gwinnett County Demolition of Gwinnett Place Mall Theater Building, Duluth, Georgia

Description: Demolition of a vacant movie theater located at 3350 Gwinnett Place Drive, Duluth, Georgia. The building was a 26,487 square foot single-story steel and masonry structure with an indeterminate size second-level projection mezzanine. The demolition contractor removed all debris from site per all applicable federal, state, and local codes and regulations. Once the building demolition was complete, all subsurface footings were removed and backfilled to bring the demolition area flush with existing grades. Completed March 2019.

Services Provided: Demolition documents, permitting, bidding and contract administration services

Staff/Project Team Role/Involvement: Liz Hudson, Principal, Oversight and management

Owner Reference: Michael Wilbourne, Project Manager, Support Services Department, Gwinnett County Facility Construction Division, 75 Langley Drive, Lawrenceville, GA 30046, 770-822-7015, michael.wilbourne@gwinnettcountry.com

Item #3: Pricing

PPI agrees to perform the services outlined in Item #1 above on an hourly basis, invoicing the Client based on actual man-hours spent according to the contracted Schedule of Standard Hourly Rates. PPI proposes a Not to Exceed Fee of **\$18,410.00**, including Reimbursable Expenses up to \$750.00. Refer to the attached estimate of man-hours and billing categories.

If this proposal is acceptable, please sign and return one copy to our office (by e-mail is acceptable). We look forward to your acceptance of this proposal and to our continued working relationship!

Sincerely,



Elizabeth A. Hudson, RA
Senior 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

_____, 2021

By: _____

Title: _____

Initials: _____

HABERSHAM COUNTY
TASK ORDER #2021-003 – EXISTING COURTHOUSE BUILDING DEMOLITION
Schedule of Standard Hourly Rates

Billing Category	Hourly Rate 2021	Estimated Hours	Total
ARCHITECTURAL STAFF			
Principal in Charge	\$160.00	0	\$0.00
Senior Project Architect/Project Manager	\$140.00	56	\$7,840.00
Project Architect	\$130.00	0	\$0.00
Senior Job Captain	\$100.00	4	\$400.00
Job Captain	\$90.00	0	\$0.00
Intern Architect	\$90.00	0	\$0.00
CADD/Tech Support	\$90.00	0	\$0.00
Project Administrator	\$90.00	16	\$1,440.00
Clerical	\$70.00	0	\$0.00
MULTI-DISCIPLINE STAFF			
Interior Designer	\$90.00	0	\$0.00
Civil Engineer (J.M. Smith Engineering, LLC)	\$140.00	57	\$7,980.00
Landscape Architect	\$140.00	0	\$0.00
Senior Structural Engineer	\$150.00	0	\$0.00
Structural Engineer	\$140.00	0	\$0.00
Senior Mechanical/Plumbing Engineer	\$140.00	0	\$0.00
Junior Mechanical/Plumbing Engineer	\$100.00	0	\$0.00
Senior Electrical Engineer	\$140.00	0	\$0.00
Junior Electrical Engineer	\$100.00	0	\$0.00
Cost Estimator	\$110.00	0	\$0.00
Survey Manager	\$120.00	0	\$0.00
Survey Technician	\$90.00	0	\$0.00
2-Man Surveying Crew	\$135.00	0	\$0.00
3-Man Surveying Crew	\$170.00	0	\$0.00
4-Man Surveying Crew	\$180.00	0	\$0.00
SUB-TOTAL			\$17,660.00
<u>Reimbursable Expenses:</u>			
Printing, mileage, photographs, and other consumable documents			\$750.00
TOTAL PROPOSED FEE, NOT TO EXCEED:			\$18,410.00

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.

- 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.