



Comprehensive
Program Services

July 18, 2017

Eric Linton
Dunwoody City Manager
41 Perimeter Center East, Suite 250
Dunwoody GA 30346

Re: New Dunwoody City Hall Project
Design Consultant Fee Increase for Construction

Dear Eric,

The design team at Precision Planning has successfully executed a full document package for renovations the new City Hall Project. Their original design fee of \$144,500.00 was based on an initial construction budget of \$1,600,00.00, approximately 9% of the construction cost. As design progressed based on departmental needs, the Construction Manager submitted a Guaranteed Maximum Price of approximately \$3.4MM which was approved by City Council on 6/12/17. We have received the request (attached herewith) from Precision Planning to increase their fee accordingly, due to the additional design services required to deliver and support a larger construction project. PPI has reduced their fee percentage to approximately 7%, and incorporated additional design services not previously included for a new roof and structural engineering services:

7% fee on \$3.4MM	\$237,000
Roof Design	\$16,000
Structural Engineering Add-Service	<u>\$2,000</u>
	\$255,000

We find this updated fee amount equitable with current market conditions, and acceptable to support the renovation work for the new Dunwoody City Hall Project.

With your consideration and approval, we recommend updating the contract for PPI design services as stated herein. If we can be of further assistance please let me know.

Very truly yours,

Todd Stuart, PE
Comprehensive Program Services



June 2, 2017

Mr. John Gates, Purchasing Manager
City of Dunwoody
41 Perimeter Center East – Suite 250
Dunwoody, Georgia 30346

**Re: Dunwoody City Hall and Police Headquarters
Professional Design Services Agreement –Fee Adjustment**

Dear Mr. Gates:

Based on the increased project scope and current Guaranteed Maximum Price (GMP) for construction cost for the above referenced project, Precision Planning, Inc. (PPI) respectfully requests an adjustment to the fee outlined in our current AIA B133 Agreement for design services. The language in our agreement allows for a proportionate adjustment of the original \$144,500.00 fee for professional design services, if actual construction cost exceeds \$1,600,000 by 5% or more (refer to attached).

Based upon the GMP prepared by BM&K Construction, the final construction cost is estimated at \$3,400,000. A fairly adjusted proportionate fee totals \$307,062.00. Per our discussions with Comprehensive Program Services and a review of the actual remaining scope of work anticipated, PPI proposes a new fee of **\$255,000.00** to accommodate that scope, as well as to incorporate the following additional design disciplines which were previously excluded from our contract:

- Structural Engineering Services
- Roofing Consulting Services

Thank you for your consideration of this adjustment, and please feel free to contact me with any questions. We look forward to the successful completion of this project!

Sincerely,

A handwritten signature in blue ink that reads 'Elizabeth A. Hudson'.

Elizabeth A. Hudson, AIA
Senior Vice President, LEED® AP BD+C

LH/kb

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Attachments:

- Cost Proposal form, revised 10-27-16
- AIA B133 Agreement Between Owner and Architect compensation page, revised 10-27-16

REVISED PROPOSAL FORM 10/27/16

Address 400 Pike Boulevard, Lawrenceville, GA 30046

Does your company currently have a location within the City of Dunwoody? Yes ___ No X *

*Client Contact lives in the City of Dunwoody, less than 2 miles from project site.

Representative Signature 

Printed Name Elizabeth A. Hudson, AIA, Senior Vice President

Telephone Number 770-338-8178

Fax Number 770-338-8043

Email Address lizhudson@ppi.us

COST PROPOSAL \$144,500 (ADD \$60,000 IF LEED CERTIFICATION IS PURSUED)

This proposal is based upon design services for a renovation project not to exceed \$1.6 million in hard construction costs. If the actual construction cost exceeds \$1.6 million by 5% or more, PPI reserves the right to adjust the fee to an amount proportionate to the new construction cost. Architectural and Engineering Services shall be provided per the scope outlined in this proposal.

Exclusions:

1. Testing Services, including but not limited to, tests for hazardous materials, or any other environmental tests relating to existing conditions.
2. Structural Engineering
3. Land Surveying
4. Roofing Consulting

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum Fee of \$144,500 + \$60,000 if LEED Certification is pursued. This proposal is based upon design services for a renovation project not to exceed \$1,600,000 in hard construction costs. If the actual construction cost exceeds \$1,600,000 by 5% or more, the Architect reserves the right to adjust the fee to an amount proportionate to the new construction cost. Architectural and Engineering Services shall be provided per the scope outlined in the proposal.

Exclusions: Testing Services, including but not limited to, tests for hazardous materials, or any other environmental tests relating to existing conditions; Structural Engineering; Land Surveying; Roofing Consulting

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

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