

# HALL DARLING DESIGN STUDIO

PA

AA26003955

November 12, 2019

## PROFESSIONAL SERVICES PROPOSAL

To: Ben Rigney  
Administrative Battalion Chief  
West Manatee Fire District

From: Glenn Darling, AIA  
President and Principal Architect

RE: West Manatee Fire Rescue District Administrative Office  
Design Services Fee Proposal

---

## **BACKGROUND**

The West Manatee Fire Rescue District has identified the need for a new Administrative Office building, to include office area as well as a training space that will doubling as an Emergency Operations Center. (The site selection process, property annexation into the City, and Special Use Application process has been carried out through a separate agreement and is not part of this proposal.)

Generally, the project includes new construction of a single-story Administrative Office building, at 701 63<sup>rd</sup> Street West, Bradenton, FL, and per your description, to contain the following spaces:

- o Nine (9) offices
- o Battalion Chief's office with sleeping quarters and private bath
- o Training room with storage (doubles as EOC)
- o Small meeting room
- o Entrance lobby
- o Full kitchen
- o Breakroom
- o Two (2) rest rooms with showers
- o Central filing
- o Medical supply closet
- o Copy machine

## **PROJECT SCOPE OF WORK**

Our basic services will include: (1) multi-phased architectural design services for the new Administrative Office building, (2) coordination of architectural work with the project's engineers (civil, structural, mechanical, electrical, plumbing, fire alarm and sprinkler), and (3) provide architectural design support during permit and construction. Hall Darling Design Studio will be assisted by Stantec Consulting Services Inc., Gause and Associates, Hess & Associates, Inc., and Engineering Matrix to perform this work.

## **SCOPE OF SERVICES**

The traditional delivery process of Design and Construction Administration with separate design phases for schematic design, design development, construction document preparation is as described below. The customary coordination of design services with cost estimating will not occur until the release of 100% documents for bidding.

### **CONCEPTUAL / SCHEMATIC DESIGN PHASE [20% of Basic Services]**

Initial design drawings will be prepared to indicate the scale and relationship of project components. Floor plans will have spaces generally defined with areas graphically fixed. Plans include representative furniture layouts to confirm programmatic requirements. Preliminary design documents will be used to confirm design direction.

### **DESIGN DEVELOPMENT PHASE [20% of Basic Services]**

Based upon the approved Schematic Design and any authorized adjustments in the project scope or budget, Hall Darling Design Studio along with the design team will begin the development of the drawings and written technical specifications necessary for construction. Preliminary design decisions will be finalized, significant details will be developed, methods for integration for building systems will be established, materials and material systems will be identified. All work is done by working closely with West Manatee Fire Rescue District and all team members so that project goals are met.

Major activities in this phase include project review meetings, design team coordination, commencement of site development package, development of projects preliminary design, assisting the Pre-construction team with the project cost model, and selection of interior finishes.

### **CONSTRUCTION DOCUMENT PHASE (100% COMPLETION) [40% of Basic Services]**

Based upon the approved design development documents and any authorized adjustments in the project scope or budget, the Architect and Engineers will prepare construction documents consisting of drawings and technical specifications for West Manatee Fire Rescue District's review and approval. These documents will fully describe the design and develop the project parameters in accordance with the program, preliminary design documents, and all applicable building and development codes and standards.

Document production will follow an orderly process with incremental review at 50%, 90%,

and 100% completion. The 50% review will be a further refinement of the work completed during the design development and serves to confirm project goals are being met. The 90% review is to re-affirm all the project criteria and comments are incorporated and finalized. The drawings and specifications are taken to 100% with the integration of responses to permit review comments along with responses comments from other members of the project team. All drawings and the project manual will be taken to 100% completion where all coordination will be completed.

#### **PERMITTING PHASE**

**[5% of Basic Services]**

The Architect will assist West Manatee Fire Rescue District with securing pricing from the Construction Management Team; review the pricing results and confirming the responsiveness of proposals; and, making a recommendation for accepting the Construction Manager's Guaranteed Maximum Price.

The Architect and Engineers will assist the Owner selected Construction Manager with their application for all necessary permits and approvals. The design team will provide certified technical documents to include in the filing and provide responses to any comments received. Major activities during this phase includes the following: assisting West Manatee Fire Rescue District and Construction Manager with the application for all final building permits, respond to questions that arise from jurisdictional review, and provide addendums as required to reflect comments and questions that come from the permit application.

#### **CONSTRUCTION SUPPORT PHASE**

**[15% of Basic Services]**

Beginning with the release of 100% documents, the services for this phase include review and response to Requests for Information during Construction; Preparation of Supplemental drawings and descriptive data necessary to confirm design intent; review of work in place; participation in progress meetings; review of submittals; review of Construction Manager Applications for Payment; participation in Substantial Completion and Final Completion review. Basic Services do not include supervision of the work or continuous monitoring of the work.

Additional Services, if required, will be provided as either an hourly service or agreed upon lump sum proposal. West Manatee Fire Rescue District approval is required prior to commencing and services beyond basic scope.

The design services scope does not include the identification, handling or mitigation of any hazardous materials that may be present. Likewise, the project design scope does not include low voltage alarm systems operating independent of the fire control system for the designated work area. If required, these services will be performed by West Manatee Fire Rescue District using independent third-party contractors.

**SUMMARY OF DESIGN SERVICES**

Architectural, civil, structural, mechanical, plumbing and electrical engineering

1. Field Discovery and preparation of base drawings, as necessary for project scope.
2. Developing designs, technical drawings and specifications suitable for permit.
3. Construction Phase design support including response to questions, review of submittals, review of work in place, review of GC Applications for Payment, participation in progress meetings and project closeout.

**SERVICES NOT INCLUDED**

1. Multiple bid and construction packages;
2. Acoustical analysis;
3. Test and Balance services;
4. Hazardous Materials discovery or abatement;
5. Procurement of FF&E (finishes, furnishings and equipment);
6. Low voltage alarm systems;
7. LEED accreditation;
8. Geotechnical analysis;

**FEE FOR BASIC SERVICES**

Compensation for the Basic Services of the Architect, Structural, Mechanical, Plumbing, Performance-based Fire Protection and Electrical Engineers for all phases of the project will be based on eight percent (8.0 %) of the final cost of construction. Per Fire Rescue District's established budget, the cost of construction is set at \$882,500, resulting in a fee for Basis Services of \$70,600. This amount will be charged as a lump sum and apportioned by project phase as follows:

Schematic Design / Programming	( 20%)	\$14,120
Design Development	( 20%)	\$14,120
Construction Documents	( 40%)	\$28,240
Permitting Phase	( 5%)	\$ 3,530
Construction Support Phase	( 15%)	\$10,590
Total	(100%)	\$70,600

## **SUPPLEMENTAL AND ADDITIONAL SERVICES**

Compensation for the Supplemental Additional Services is as follows:

1. Architectural Programming  
Included as a part of the Basic Service fee.
2. Architectural Interior Design  
Included as a part of Basic Service fee.
3. Interior Design (F. F. & E.)  
Available as an Additional Service. If elected, these services would be provided at an hourly rate.
4. Low Voltage System Design (IT / Data, Intercom, Security, CCTV, and etc.)  
All low voltage design will be by Owner or provided by a third-party sub-Consultant to Hall Darling Design Studio, as determined by the Owner and Architect during the project Design Phase. The Architect will assist the Owner by providing coordination between the Low Voltage and building design as a part of Basic Services.
5. Building / Site Security  
By Owner or provided by a third-party sub consultant to Hall Darling Design Studio, and available as an Additional Service at cost plus 15%, as determined by the Owner and Architect during the project's Design Phase.
6. Site / Landscape Design  
Fee plus 15%, for the Lump Sum of \$9,947, with payments divided incrementally over phases. (Proposal available upon request.)
7. Civil Design  
Fee plus 15% for the Lump Sum of \$34,500, with payments divided incrementally over phases. (Proposal available upon request.)
8. All other Supplemental and Additional Services which may be required, at hourly rates, with Owner's written authorization required prior to Architect providing an Additional Services.

**REIMBURSABLE EXPENSES**

The cost of printing two sets of architectural progress drawings for each phase and the cost of printing architectural permit issue drawings and technical book specifications is included in the basic service fee. Other costs normally considered as “reimbursable” expenses, if any, will be invoiced at cost. West Manatee Fire Rescue District approval will be required before any reimbursable expenses are incurred.

**ADDITIONAL SERVICES**

Additional Services are not included in the scope of work and shall only be provided if authorized by West Manatee Fire Rescue District in writing. For additional services, the Architect shall be paid on a time and material basis at the hourly rate listed below plus the cost of printing and reproduction services, or as agreed to in the written authorization.

Services outside the architectural scope which may be required, and not included here include the following: hazardous material survey or testing, geotechnical, detailed cost opinions and project scheduling.

**HOURLY RATE SCHEDULE**

Hourly billing rates for services of the Architect are set forth below. These rates are given in dollars per hour with an effective date of 25 October 2019 and good for twenty-four months from the date of execution of the Agreement. The rates for the Architect’s consultants’ will be cost plus fifteen percent (15%) markup.

Hall Darling Design Studio, PA

President / Principal Architect	\$200.00
Senior Architect / Architectural Project Manager	\$150.00
Project Architect / Assistant Project Manager	\$125.00
Senior Technical Support	\$ 95.00
Technical Support	\$ 75.00
Administrative Support	\$ 45.00

**SPECIAL TERMS AND CONDITIONS**Owner Indemnification

The Architect shall indemnify and hold the Owner harmless against and from the loss, cost, damage, or expense, including reasonable attorney's fees and court costs, arising out of any accident, casualty, or other occurrence causing injury to any person or property arising from the Architect's or Architect’s consultants negligent performance under this agreement. In the event that any claim in writing is asserted by a third party which may entitle the Owner to indemnification, the Owner shall give notice thereof to the Architect which notice shall be accompanied by a copy of statement of the claim. Following the notice, the Architect shall have the right, but not the obligation, to participate in the defense, compromise or settlement of such claim with counsel of its choice.

The indemnification provisions of this section shall survive the termination of this agreement.

Architect's Hold Harmless

To the extent allowed by law, the Owner shall indemnify and hold harmless the Architect, his personnel, and his consultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, provided that any such claims, damages, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the Architect and the Architect's consultants) and anyone for whose acts any of them may be liable.

**PURSUANT TO FL STATUTE 558.0035, FLORIDA STATUTES, THE PARTIES UNDERSTAND AND AGREE THAT ARCHITECT'S EMPLOYEES OR AGENTS MAY NOT BE SUED OR HELD INDIVIDUALLY LIABLE FOR NEGLIGENT PERFORMANCE OF THIS AGREEMENT.**

The indemnification provisions of this section shall survive the termination of this agreement.

Limit of Liability

The Owner agrees to the fullest extent allowed by law, the Architect and Architect's consultants total liability to the Owner for any and all injuries, claims, losses, expenses, and damages arising out of this Agreement for any cause or causes, shall not exceed the Architect's and Architect's Insurance policy limits. This is in recognition of the relative risks, rewards and benefits of the Project to both the Owner and Architect.

Responsibility for Construction Cost Estimating

The Owner will be engaging a Construction Manager during the Pre-design phase. The Construction Manager will become an integral member of the project team. The Owner, through their Construction Manager consultant, will assume all responsibility for the development of a project budget and monitoring of the project's probable construction cost.

The Architect has the right to rely upon the accuracy of the estimates and will use those estimates and related approvals by the Owner as confirmation that the project meets the Owner's Project Budget needs. The Architect does not warrant or represent that the final Cost of the Work will not vary from the Owner's Budget based upon the Construction Manager's estimates.

In recognition of the Owner's use of a Construction Manager during the pre-construction project phases, the Architect's duty to develop and provide estimates of the Cost of the Work, is removed and replaced by the requirement that the Architect provide the Owner and the Owner's Construction Manager with data in the form of drawings and technical data necessary for the Owner and the Owner's Construction Manager to develop opinions on the Cost of the Work,

Unforeseen Conditions

The Architect and Architect's consultants shall have no responsibility for unforeseen conditions and their impact upon the project. This provision does not relieve the Architect or the Architect's consultants from their responsibility to use industry standards of care in the performance of their work.

Hazardous Material Liability

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal of, disposal of, or exposure of any persons to, hazardous materials in any form at the project site.

Contract Document Interpretation

The Architect and the Architect's consultants will not be responsible for the errors or any damages which are a consequence of interpretations made of the Contract Documents made by others without the Architect's full knowledge and written consent.

Photography

The Architect shall have the right to have the project photographed and to publish these photographs on the web or in printed media. The cost of the photography and publication will be borne by the Architect. The Architect shall notify the Owner before any printed publication occurs. At the Owner's request, the Architect shall not release project sensitive information including the Owner's name, location, construction cost or other data identified by the Owner.

Thank you again for this opportunity. Should you find the above acceptable, please sign and return a copy of this agreement for our files.

Sincerely,



Glenn Darling, AIA  
President and Principle Architect

Accepting for West Manatee Fire Rescue District

---

Title and Date