



Jericho Design Group, LLC
208 Pirkle Ferry Road / Suite C. Cumming, GA 30040

June 3, 2024

Todd Hill
City of Chamblee
Public Works Director
3518 Broad Street | Chamblee, GA 30341
thill@chambleega.gov
470-395-2307

Re: Proposal for Professional Design Services – Chamblee Public Works-Office Renovation

Dear Mr. Hill:

Thank you for the opportunity to provide this proposal for professional design services for Chamblee Public Works- Office Renovation. Located at 3220 Cumberland Dr. Chamblee located adjacent to current office space. Jericho Design Group, LLC (“Jericho”) is committed to collaboration and integration to produce the best outcomes. The following is a detailed description of the proposed design services for the renovation work.

General Understanding

We understand that this project consists of a renovation to an existing building that is adjacent to the existing public works building.

Project Assumptions/Description

From conversations between Jericho and Public Works Group, the following is a brief project description of the project:

- Program – 5,000 sqft of new & renovation spaces – Testfit attached
 - Private Offices – (9) needed – currently there are 6 offices, 1 current office requested to be split into two separate offices to make into 2 offices. 2 additional built-out.
 - Workstation Area – (5-6) needed-do not have spec standards but JDG to provide recommendations for adjustable desk types.
 - Touchdowns stations – (4) needed (typical desk size of 60" w/ file cabinet)
 - New locker/shower room – Inclusivity design discussed to have individual Single toilet compartments, trough style sink, counter area, individual shower rooms, individual changing rooms and a location for a dryer. The locker room space will include, new HVAC (Heating and Cooling), lighting.
 - Janitor room
 - New Breakroom – to include, (2) refrigerators, (2) microwaves, Ice maker(existing to be relocated), sink, AV screen. Currently use foldout tables & round tables to create different seating arrangements. This will be used for a large meeting room to accommodate 60-75 ppl.



- **Program Cont.**
 - Storage – Discussed no storage of anything flammable/hazardous to not be required additional fire separation in warehouse.
 - Fire rated Storage room for Lawn Equipment
 - Conference Room/huddle Room – Would want areas in open cage area for team meetings. Grounds has a team of 10 people to accommodate.
 - Huddle Room – Would want areas in open cage area for team meetings for 4 people.
 - Windows addition to building – a lintel schedule to be provided in plans.
- **Phases:**
 - Phase I – JDG to provide space plan for approval
 - Phase II- JDG to provide full Architectural & Mechanical, Electrical, Plumbing Construction Drawings for Bidding
- Layout to be developed and be put into REVIT utilizing existing pdfs – client looking into if existing CAD files are available.

Basic Design Services

Phase I – Provided and in progress of being completed.

- **As built / Space Planning**

This phase consists of As-built and Space Plan with documentation. It is assumed existing drawings of space to be provided to Jericho by pdf, no CAD verified if available. Jericho will produce a design for approval by owner and typically includes the following:

- Attend (2) meeting with the client/owner (1) for site visit and (1) virtual to address space plan.
- This phase includes up to two layouts.

Phase II

- **Schematic Design Phase**

This phase consists of schematic design drawings and documentation. It is assumed existing drawings of space to be provided to Jericho. Jericho will produce a design for approval by owner and typically includes the following:

- Attend (2) meeting with the client/owner's representative to refine project scope.
- Coordinate with local authorities having jurisdiction concerning regulatory requirements.
- Deliverables include floor plans, reflected ceiling and lighting plans, finish plans and notes/narratives.
- JDG cannot move into the next deliverable until prior is approved.

- **Construction Document**

This phase will be based on the approved schematic design package. During this phase, we will develop our design and coordinate any special items/equipment needed. We will also submit the drawings to the required agencies for permits and approvals. This phase includes the following:

- Attend (2) meetings to go over final plans



- Submittal of drawings for permits and review to the Fire Marshal (FM) and Local Authorities Having Jurisdiction (AHJ).
- Deliverables include construction documents and specifications for architectural, mechanical, plumbing, and electrical work for the project.
- Specifications will be primarily product specifications contained in the construction documents and located on the drawings.

Limited Construction Administration (CA) Phase

This phase will consist of construction coordination and general in-house administration of the project while it is under construction. This phase typically includes the following:

- Coordination of the project with the contractor.
- Issue additional supplementary or clarification drawings as necessary.
- Assist in responding to submittal and shop drawing reviews, clarify documents and design intent, respond to construction RFIs
- Attend OAC meetings (4 visit – 3 OAC and 1 punch list), prepare punch list. (Additional if requested per additional services hourly rate schedule)

- **Special Consultants and Services NOT included in Basic Services:**

- Design for access control systems, including card readers, electric strikes, mag locks, security cameras, paging systems or other similar devices.
- Design for exterior or interior signage except as required for code minimum compliance. (this is usually only for restrooms and exits)
- Design, selection and procurement of furniture, paintings, furnishings, storage shelving and any other items not affixed to the building.
- Furniture selection, specification, utility coordination and procurement services is an additional service. We estimate the cost for that service to be \$0.80 - \$1.00/USF.
- No Geotech Services (ie: Soil Testing) is included.
- No Structural Engineering is included.
- Review contractors pay requests,
- Changes to previously approved plans shall be subject to an add service depending on the degree of changes.

Additional services described above will be performed on an hourly basis at rates as follows:

Hourly Rate Schedule

Principal	\$200.00
Project Manager	185.00
Project Architect/Engineer	165.00
Interior Designer	135.00
Project Coordinator/Designer	100.00



Schedule for Services:

- The following is a general schedule of deliverable milestones for the project:
 - **Project Schedule**
 - 1 week – As-built & Space Plan-in Progress and approved
 - 3-4 weeks Schematic Design
 - 4-6 weeks Construction Documents
 - 2-3 weeks Permitting Phase
 - 4 weeks Bidding Phase
 - Construction Phase To be determined

Compensation

~~Phase I – As-built/Space Plan approved previously~~ – \$2,500

Phase II– Design and CA	
Architecture & Interior Design & CA	= \$25,100
Field Verification (Engineers)	= \$8,300
MEP Engineering (1 site visits)	= \$1,600
Reimbursable Expenses	= \$600
Total Fees	\$35,600

Reimbursable Expenses included in the lump sum amount are limited to inhouse printing and mileage during the design process. All drawing deliverables will be PDF files only.

Reimbursable Expenses (not included in contract):

1. Permit or submittal fees paid for securing approvals of authorities having jurisdiction over the Project.
2. Reimbursable expenses not specifically listed above will be billed at 1.10 times actual cost.

Execution:

This proposal identifies the general parameters, scope, and proposed fees for our design services. If you find this proposal acceptable, please sign below indicating your approval.

Proposed by:

Whitney Regan
Director of Interiors
Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C
Cumming, GA 30040
678.516.7535 | Mobile
wregan@jericho-design.com
<https://jericho-design.com/>



This undersigned agrees to the scope and fees quoted in this proposal. The fees quoted for the Scope of services are valid for 60 days from date of the proposal.

Authorized Signature

Date

Attachments:

Standard Terms and Conditions

Testfit



Jericho Design Group, LLC Standard Terms and Conditions - Agreement

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the Jericho Design Group, LLC (Jericho), as Architect ("Architect") for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein the Architect offers to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

EXECUTION OF AGREEMENT: This agreement is valid for ninety (90) days after the latest date reflected on the cover and page headers. If this Agreement has not been executed within that period, the terms of this Agreement may be modified.

REQUEST TO WORK: Should the Architect be requested by the Client to work without a signed agreement between Client and Architect, this document shall become the terms of agreement until such time a written agreement is signed.

MODIFICATION: Handwritten modifications to this agreement must be initialed by both parties.

PAYMENT: Unless otherwise agreed and noted herein, invoices will be rendered monthly for the estimated percentage of the services completed. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Architect. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of the Architect's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold the Architect responsible for any damages associated with suspension or termination of services due to non-payment of invoices. The Owner further acknowledges that payment of invoices releases the Architect from any and all liability associated with the project.

COMPLETION OF BASIC SERVICES: If the Basic Services covered by the executed Agreement have not been completed within twelve (12) months of the date of this agreement, through no fault of the Architect, the terms of the executed Agreement may be reviewed and modified for approval by Architect and the Owner.

CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiations of appropriate portions of this Agreement. The Architect shall notify the Client of the changed conditions necessitating renegotiations, and the Architect and the Client shall promptly and in good faith enter renegotiations of this Agreement. In establishing fees for any additional services to be performed, the Architect shall utilize the hourly fee schedule already agreed upon.

EXISTING CONDITIONS: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees that, except for negligence on the part of the Architect, he will bear all costs, losses and expenses, including the cost of the Architect's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

ADDITIONAL SERVICES: If during the execution of the work, Architect is required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

BETTERMENT: If due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment, upgrade, or enhancement to the project except to the extent such cost is more than the cost without Architect's error.

UNAUTHORIZED CHANGES: In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications, or other construction documents, and these changes are not approved in writing by the Architect or consultant in his employ, the Owner recognizes that such changes and the results thereof are not the responsibility of the Architect. Therefore, the Owner agrees to release the Architect from any liability arising from the construction, use or result of such changes. The Owner also agrees, to the fullest extent permitted by law, to indemnify and hold the Architect and consultants in his employ harmless from any damage, liability or cost (Including reasonable attorney's fees and cost of defense) arising from such changes, except only those damages, liabilities and cost arising from the sole negligence or willful misconduct of the Architect.

CLIENT PROVIDED CONSULTANT SERVICES: In consideration of the Owner providing any consultant services for the project not provided by the Architect, the Owner agrees to indemnify, hold harmless and defend the Architect for claims or damages resulting from errors, omissions or negligent acts by said consultants.

INFORMAL DOCUMENTS: From time to time the A/E may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

DOCUMENTS AND DIGITAL DATA: All reports, plans, specifications, field data, digital data, notes and other documents, including all documents on electronic media, prepared by the Architect as instruments of service shall remain the property of the Architect. The Owner may retain printed paper or .pdf copies of the documents for information and reference in connection with the Owner's use and occupancy of this project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect. The Architect, its officers, employees, engineers and/or subsidiaries shall not be liable for any damages, costs, including attorney's fees and costs of litigation, arising from any unauthorized changes made to any plans, specifications, reports or other construction documents or reuse of documents prepared by any of its officers, employees, engineers, and/or subsidiaries. Further, the Architect makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

ELECTRONIC FILES: Transmittal of project electronic CAD files and/or building Information models (BIM) is only upon agreement by the Architect and upon signed agreement by the Receiving Party of all required terms of use and compensation. All terms stated in "documents and digital data" shall be enforced in the transference of electronic files.

OPINION OF PROBABLE CONSTRUCTION COSTS: Since the Architect has no control over the cost of labor, materials or equipment, the contractor's method of determining prices, or competitive bidding or market conditions, his opinions of probable construction cost are made based on his experience and qualifications. The Architect makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SITE SAFETY: The Architect will make visits to the job site to observe the progress of the work and to observe whether or not it is, in general, being performed in accordance with the plans. The Architect shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms or other work aids; and shall not be responsible for superintending the work. The Architect shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, the Architect and the Architect's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

CONSTRUCTION REVIEW AUTHORITY: The Architect grants its construction review personnel no authority to make any changes to the contract documents. All changes, without exception, must be approved by the Owner.

STANDARD OF CARE: In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The A/E makes no warranty, express or implied, as to its professional services rendered under this Agreement.

CERTIFICATE OF MERIT: The Owner shall make no claim for professional negligence, either directly or by way of a cross complaint against the Architect unless the Client has first provided the Architect with a written certification executed by an independent consultant currently practicing in the same discipline as the Architect and licensed in the state in which the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit Clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

PHOTOGRAPHIC and ARTISTIC REPRESENTATIONS: 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 Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect in the Client's promotional materials for the Project.

LIMITATION OF LIABILITY: Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated so that, to the fullest extent permitted by law, the Client agrees to limit design liability to the Architect, its affiliates and subsidiaries, and to all its consultants on the Project arising from the Architect's negligent acts, errors or omissions such that the total aggregate liability for the design professional to all those named above shall not exceed \$250,000.00 or the Architect's fee, whichever is greater. In the event the Owner does not wish to limit professional liability to this sum, the Architect agrees to waive this limitation upon receiving Owner's written request and agreement by the Owner to pay additional consideration equal to the amount of the Project Insurance Premium.

DELAYS: The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the Architect's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond the Architect's reasonable control occur, the Owner agrees the Architect is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

INDEMNITY: The Owner agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless the Architect, its officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees, and defense costs, arising out of or in any way connected with this project or performance by any of the parties above named of the services under this contract, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect. In accordance with O.C.G.A. 51-12-31 and 51-12-33, Architect shall in no case be required to pay an amount disproportionate to Architect's negligence, nor shall Architect be required to pay any amount or sum levied against Owner to recognize more than actual or reasonable damages.

OWNER DISCLOSURE: Owner agrees to advise Architect prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering this Agreement and providing services hereunder, the Architect does not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State or local public agencies any conditions of the site that may present a potential danger to public health, safety or the environment. Owner agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

INSURANCE: The Architect shall at his own expense, carry and maintain the insurance for the project.:

a.	Professional Liability (Each Claim):	\$1,000,000
	Aggregate	\$1,000,000
	Deductible (\$5000 per Claim)	

DISPUTE RESOLUTION: The parties agree to attempt to resolve any dispute without resort to litigation using direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

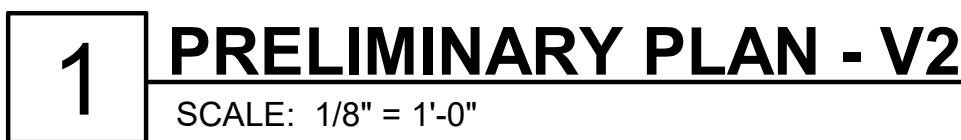
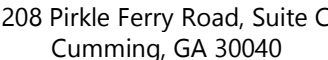
SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

INTEGRATION: This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and Architect shall survive the completion of the services and the termination of this Agreement.

GOVERNING LAW: All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the state of Georgia.

TERMINATION OR SUSPENSION OF AGREEMENT: The executed agreement may be terminated or suspended by the Client for his/her convenience and without cause, upon not less than seven days' written notice. The executed agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the executed Agreement through no fault of the party initiating the termination. In the event of termination or suspension, the Architect shall be compensated for services performed prior to termination or suspension, together with Reimbursable Expenses then due. In the event of any suspension of three (3) or more months, or termination that is not the fault of Jericho, the Client shall pay Jericho, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Jericho in connection the orderly suspension or termination of the executed Agreement, including but not limited to demobilization, reassignment of personnel, re-mobilization, re-familiarization, associated overhead costs, and all other expenses directly resulting from the termination or suspension.



CITY OF CHAMBLEE
3220 CUMBERLAND DRIVE
CHAMBLEE, GEORGIA 30341

[illegible]

Sheet Title
**PRELIMINARY PLAN -
V2**

A-1.01R

NOT RELEASED FOR CONSTRUCTION