



10/28/15

Jeff,

via e-mail: jrouzie@cityoffoley.org

We are very excited to see this project advancing and we are eager to assist in its development. We have revised the proposal of 6/8/15 to reflect the draft contract

Please feel free to call me with any questions or comments regarding this proposal

Scope of Work:

112,846 +/- SF New Multi Purpose Event Center based upon attached program and schematic plans dated 6-2-15. This proposal is for typical D/B/B services and may involve some early release packages related to site, foundations and building frame. This proposal reflects the desire to start construction in March / April 2016 and complete in spring of 2017

Assumptions:

- Our scope includes civil design per the civil scope found below
- All utilities will be brought to 5'-0" of outside face of building for tie in
- See exclusions below

Architectural

- Upgrades to the exterior skin
- Upgrades to interior finishes
- Provide floor box utilities for exhibit shows: Power Data
- Exterior doors to accommodate 6,000 +/- Occupants
- Additional interior partitions to accommodate program
- Level 1: 90,414 SF +/- Mezzanine level: 22,432 SF +/-

Civil

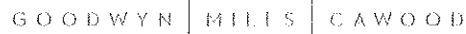
- Stormwater detention will be handled by master detention pond for the development. A separate pond for this project will not be needed.
- It is assumed that the site utilities will be brought to the edge of the project boundary and no off site design will be needed.

Structural

- PEMB to meet Category B 165 MPH wind loading
- PEMB live load of 20 psf
- PEMB collateral load of 10psf (recommended based upon previous projects)

M/P/FP

- 450 tons air cooled chillers or chilled water as provided to site
- HVAC system TBD: Chilled water or Packaged Units
- Ductwork (sheet metal & duct sox)
- Diffusers, grilles for supply/return air Smoke Control exhaust fans
- Smoke Control makeup air fans Cooking exhaust fans Cooking makeup air units (w/heat) Energy recovery for outside air BAS DDC Controls Test & Balance
- Duct insulation
- Grease traps
- Hot water systems Plumbing for concessions/toilets



- Increased electrical service
- Generator for assembly smoke control
- Infrastructure for trade show events
- Additional power associated with HVAC
- Additional electrical associated with concessions, offices and other spaces.

Architectural – Infinity Architecture

- Civil – Goodwyn Mills Cawood**

Prepare civil engineering drawings in accordance with industry standards and City of Foley requirements to include:

- Existing site conditions/Demolition plan
- Site layout and geometric control
- Utility plan to include water main and sanitary sewer connections and storm sewer collection system
- Grading and drainage plan
- Erosion control plan
- Miscellaneous detail, notes and profiles as needed.
- Submittal to applicable regulatory agencies for permit and approval
- It is understood that there will be 2 bid packages involving civil design as part of this package.

- Assist HPM with pre-qualification of site contractors
- Assist HPM with bidding out early release site package
- Answering RFI's during construction



- Submittal Review
- Weekly site visits during site work construction phase
- Review of pay estimates for Site Package
- Attendance at OAC meetings as needed

Landscape – Goodwyn Mills Cawood

The following elements will be included:

- Hardscape
- Landscape
- Irrigation
- Accent Lighting for Landscape (coord. with Electrical Eng.)
- Site Furnishings

Schematic Design:

Site assessment and conceptual design – design enhancement of the master plan. We will meet with the design team and discuss concepts and direction for the landscape and hardscape.

From this discussion a schematic plan will be developed based on the comments and input. Cost estimates will be provided to assist in budgeting and phasing of the work.

Design Development:

With comments from the Schematic Design all elements will be further developed and presented for design development with associated costs. Revisions will be made based on comments.

Construction Documents:

With comments made from the Design Development phase we will prepare plans & specifications required for bidding and construction.

Deliverables are:

- Hardscape plan
- Layout plan
- Spot elevations (coordination of drainage with civil)
- Details and specifications (paving, walls, steps, ramps)

Landscape Lighting Plan

- Coordination on location of Street Pedestrian Lights (circuitry by others)

Landscape Plan

- Planting plan, details and specifications
- Irrigation Plan, details and specifications
- Site Furnishings
- (benches, tables and chairs, trash receptacles, bike racks, etc.)

Bidding:

- Prepare documents for bidding and/or negotiation



Construction Administration:

- Includes pre-construction meeting, 4 OAC meetings (during the time period focused on landscape construction) and punch list. Services include tree tagging at nurseries in Alabama for the best specimens

Topographic Survey – Goodwyn Mills Cawood

Prepare a survey and drawing in accordance with the current Standards of Practice for Surveying in the State of Alabama and include the following items necessary for a civil site design:

- 1' contours and spot elevations
- Roadway access for ingress/egress to the proposed site
- Utilities serving the proposed site
- FEMA Flood Zone(s) information
- Reference and ties to the proposed site boundary
- Vertical and horizontal control points for construction

Site Lighting – Goodwyn Mills Cawood

- Provide a complete site lighting design providing appropriate footcandle levels in each area complete with photometric layout of the parking surface area if desired.
- Plans will include a single line diagram showing how the new lighting shall be connected to the existing building power system.
- Coordinate with Landscape Architect to provide appropriate site lighting for the area.
- Provide complete sealed and signed site lighting plan.
- Provide complete sealed and signed site lighting specifications.
- Review samples, submittals, and shop drawings associated with the work described for conformance with the design concept and compliance with the information given in the plans and specifications.
- Assist in the resolution of disputes and evaluation of contractors pay requests.
- Provide support in the preparation of change orders, as long as such changes remain within the scope of work.
- Attend 1 Final Inspection on-site

Electrical/ Mechanical/Plumbing – Conway Owen, Atlanta, GA

- Provide shell utility services and coordinate
- Electrical panels
- Emergency lighting locations
- Circuitry of receptacles
- Conduit stubs for voice and data outlets
- Shop drawing and submittal review
- Site visits for observation of construction are not included. We can provide these site visits on an as needed basis for an additional fee (see below)
- HVAC Design
- Smoke Evacuation Design
- Placement of ductwork and diffusers
- Placement of thermostats
- Plumbing design for water closets, concessions and other services



Structural – LBYD, Birmingham AL

Contract Documents Phase

- Review results of Geotechnical report.
- Prepare structural design of foundations and slab on grade for the pre-engineered metal building and prepare structural design for the stages, mezzanine floors, and support building spaces.
- Specify structural criteria for the design of the pre-engineered metal building. Specify required submittals from the metal building engineer for review.
- Prepare specifications for the primary structural system.
- Assist in establishing testing and inspection requirements for structural materials.

Construction Administration Phase

- Provide structural addenda for clarification, if needed.
- Review of specified submittals pertaining to items designed by LBYD. LBYD's review is for conformance with the design concept.
- Review submittals pertaining to pre-engineered metal building specified by LBYD and designed by the metal building engineer.

Site Visits

- Make up to (4) site visits at intervals appropriate to the stage of construction to observe the quality and the progress of the construction work relative to the primary structural system.
- Prepare site visit reports.
- Our services under site visits is considered general observation and is not intended to include continuous or special inspections as may be required by IBC Chapter 17. These services can be provided as an additional service.

Schedule of services:

We are prepared to commence immediately

II. Not included in proposal

Architectural

- LEED
- FFE beyond items related specifically to sports courts, seating and sports equipment
- Asbestos abatement
- Concession design
- Security System design
- Items defined as additional services below

Civil

- CBMPP and Environmental observation.
- Construction Engineering and Inspection.
- Surveying during or after construction

Electrical

- Changes to design documents after final plans have been accepted

Mechanical

- Preparation of record drawings based on as-built drawings provide by the appropriate contractor is not included.
- Energy Studies: Completion of forms to verify compliance of the HVAC and plumbing systems with the 2009 IECC / ASHRAE 90.1-2007 is not included. A
- Architect is responsible for envelope compliance and electrical consultant for lighting compliance.
- LEED services for completion of assigned LEED templates is not included.



- Energy modeling for life cycle cost analysis and evaluation of design alternatives is not included.
- HVAC System Commissioning is not included.

III. Professional Fee

Fees based upon Estimates below

	Civil Package:	\$2,500,000+/-
	Landscape:	\$600,000+/-
	Building Package	\$9,900,000+/-
	Total Construction	\$13,000,000 +/-

Item	Explanation	Fee
	Architectural	\$280,596.00
	Civil Engineering	\$150,000.00
	Landscape	\$36,000.00
	Survey	\$7,500.00
	Site Lighting	\$16,000.00
	Geotechnical	\$16,675.00
	Structural	\$98,500.00
	MEP	\$160,000.00
	Total:	\$765,271.00

Billing

1.	Invoicing will occur and be billed to Owner upon completion of agreed upon deliverables. CA will be billed monthly based upon construction schedule and service provided.	
2.	Goodwyn Mills Cawood will invoice, bill or submit a statement periodicity after certain services have been performed and/or that work completed. Such periodic invoicing may be on or around the first of the month following the completed services or perhaps may be invoiced anytime during the month and immediately after the completed service. Said completed service may be the total number of hours spent during that time, or may be the completed percentage of work or service required or established for the project. Should reimbursable expenses be applicable to the agreement then those expenses shall be included in the invoice or perhaps may be invoiced separately or individually. Payment of the invoice/bill or statement shall be made to Goodwyn Mills Cawood immediately but certainly within fifteen days after the date of the invoice, bill or statement. In the event payment is not received by Infinity Architecture within thirty days from date of invoice, bill or statement then Infinity Architecture shall have the right to charge interest on the unpaid balance at the current normal bank rate for that time. Interest shall begin from the date of the invoice, bill or statement until such time as payment has been received or otherwise satisfied.	

The fee for Basic Services does not include permitting expenses and does not include Additional Services described herein.

The fee shall be paid based upon deliverables as agreed upon by **Owner** and **Goodwyn Mills Cawood**.

IV. Reimbursable Expenses Allowance: \$20,000.00

Reimbursable expenses such as plotting, printing, shipping, long distance telephone, travel, lodging,



etc. are included in proposed allowance and are anticipated per the proposed scope outline above. Infinity Architecture will provide invoices outlining direct cost and will utilize a multiple of 1.1. We will provide monthly statements during the design/construction period to outline expenses incurred

V. Additional Services

The proposed fee anticipates some revisions and modifications to design during project and those will be covered by the percentage fee outlined above. Major changes in scope will result in additional services that will be agreed upon and authorized by Owner prior to commencing.

Additional Services also include all work (such as additional consultation, meetings or revisions) not outlined in Basic Services. Such services may include:

- Additional Site Visit beyond Scope:

Per Trip	\$750.00
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- Construction staking and as built hardscape
- Fountains and Mechanical
- LEED administration
- Structural Engineer
- Tree Tagging out of State
- Way-finding signage

Additional Services will not be performed unless authorized or requested by the Client. A signed copy of a standard Professional Services Supplement will be required to initiate Additional Services. This document will be issued at the time of request. Infinity Architecture's fees for authorized or requested Additional Services will be based upon Hourly Billing Rates in effect at the time services are performed.

VI. Hourly Billing Rates

Architect's Hourly Rates

Goodwyn Mills Cawood

Montgomery, AL	<u>Per Hour</u>
Principals	\$240.00
Senior Architect	\$190.00
Architect I	\$170.00
Architect II	\$150.00
Intern Architect I	\$130.00
Intern Architect II	\$110.00
CADD Technical I	\$105.00
CADD Technical II	\$ 90.00
CADD Technical III	\$ 80.00
Construction Administration	\$125.00
Administration	\$ 70.00

Civil Engineer Hourly Rates

Goodwyn Mills Cawood

Mobile, AL	<u>Per Hour</u>
Available Upon Request	



Structural Engineer Hourly Rates

LBYP

Birmingham, AL	Per Hour
Sr. Principals	\$200.00
Principal	\$180.00
Associate	\$150.00
Sr. Project manager	\$135.00
Project Manager	\$125.00
Assistant Project Manager	\$110.00
Project Engineer	\$100.00
Design Engineer	\$ 90.00
CADD Operator	\$ 80.00
Clerical	\$ 57.00

MEP Hourly Rates

Conway Owen

Auburn, AL	Per Hour
Managing Principals	\$220.00
Principal	\$195.00
Sr. Engineer	\$150.00
Engineer	\$135.00
Designer	\$105.00
Clerical	\$ 80.00

VII. Terms and Conditions

- This proposal is valid till 12/31/15.
- Goodwyn Mills Cawood reserves the right to assign personnel on an "as available" basis.

BY EXECUTING THIS PROPOSAL, THE CLIENT HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS PROPOSAL AND FULLY UNDERSTANDS ITS CONTENTS. THE EXECUTION OF THIS PROPOSAL CONFIRMS THE CLIENT'S UNDERSTANDING AND ACCEPTANCE OF THOSE TERMS.

To indicate acceptance and authorize initiation of services, return a signed copy of this agreement.

PREPARED BY

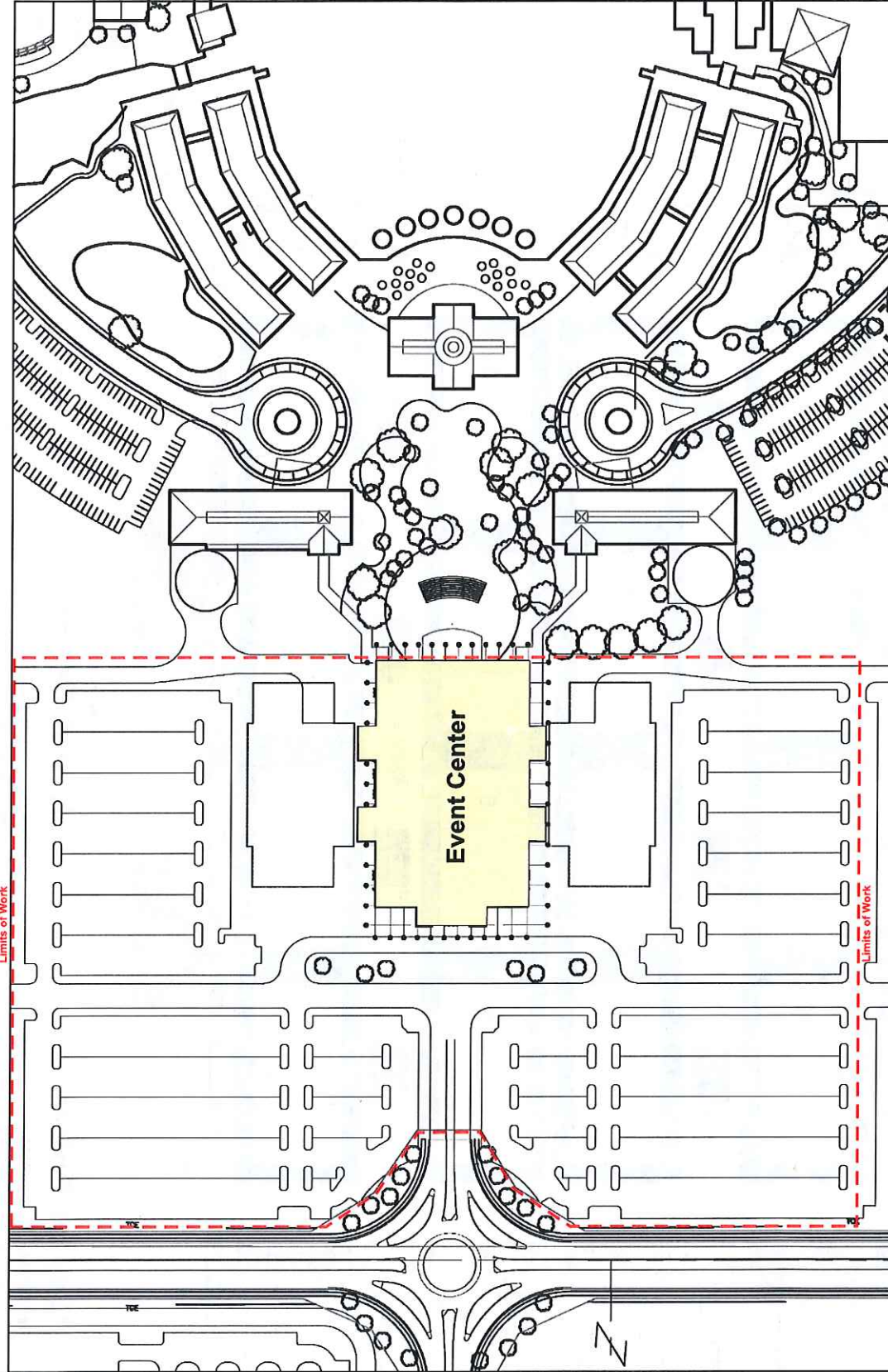
Goodwyn Mills Cawood

ACCEPTED BY

Title: _____

Date: _____

cc: Freddie Lynn Goodwyn Mills Cawood
encl: Preliminary Plans – Dated 6/2/15



**City of Foley
Foley, Alabama**
6-2-15

Site Plan Event Center

Design concepts remain the property of
Infinity Sports Facilities and Infinity Architecture.
All Copyright laws apply

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Future Expansion
352'



Level 2 Plan
22,432 SF +/-



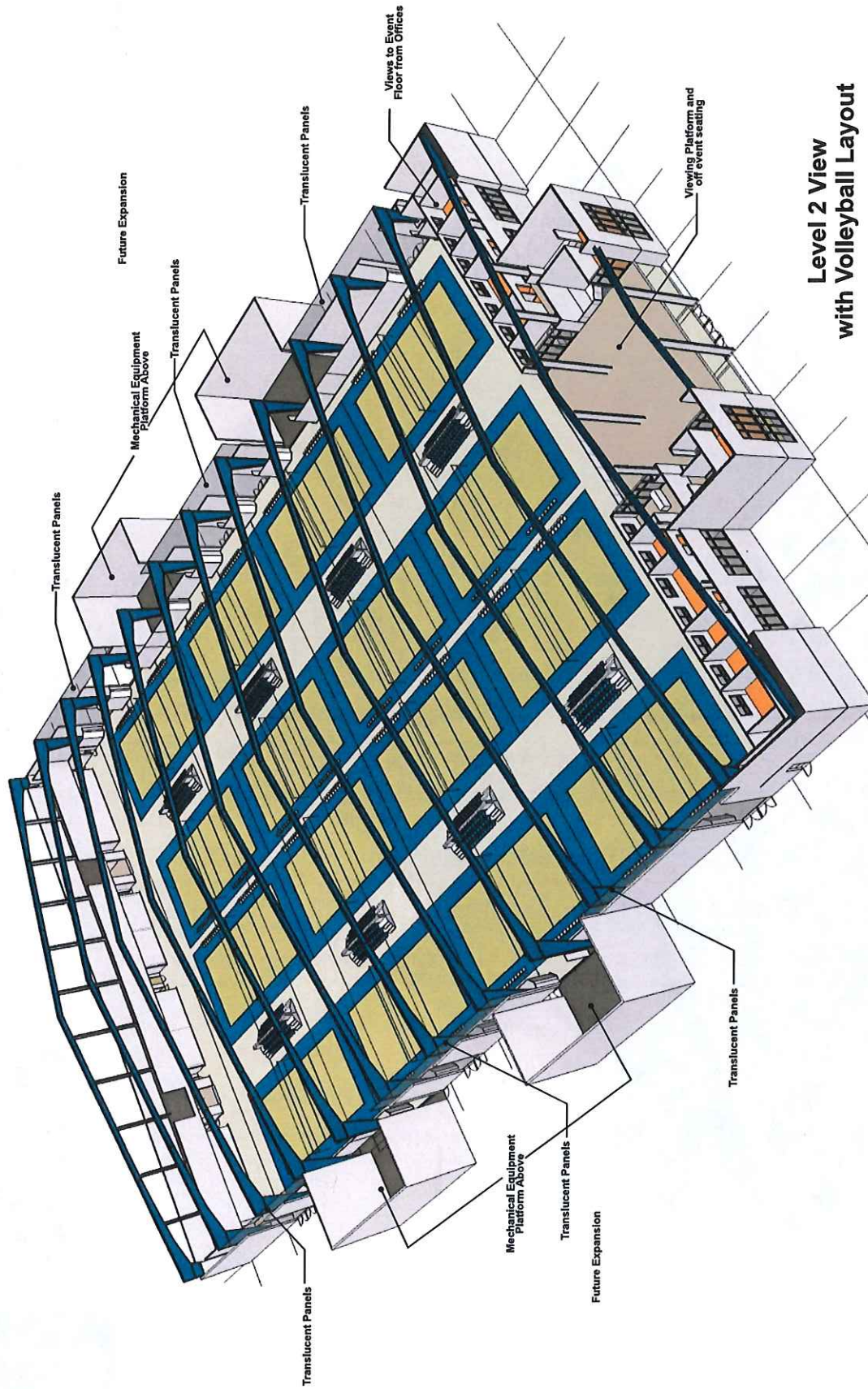
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Future Expansion Event Center

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City of Foley
Foley, Alabama
6-2-15





**Level 2 View
with Volleyball Layout**

Event Center

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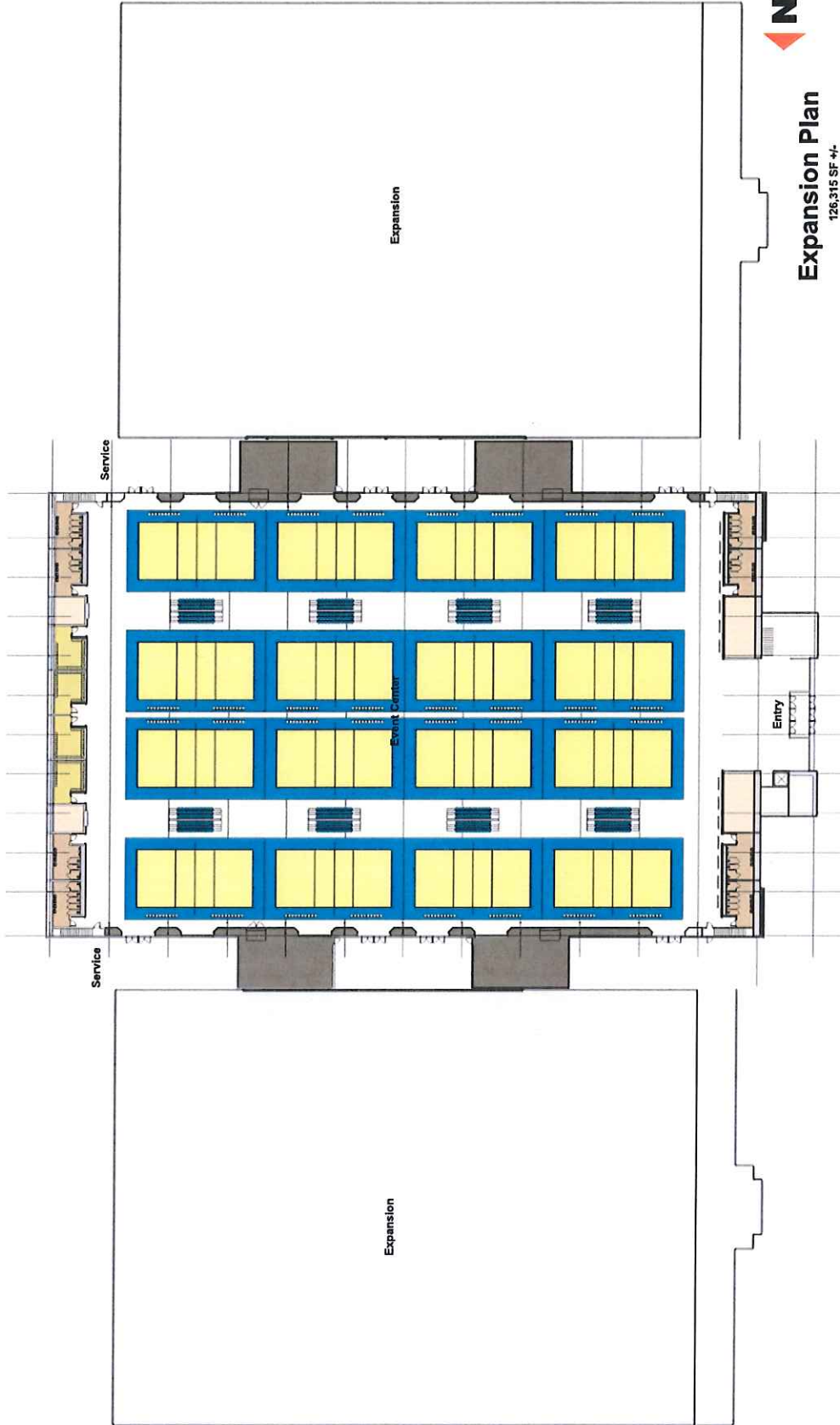
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