



April 6, 2016

City of Foley  
Mayor John Koniar  
407 E Laurel Ave  
Foley, AL 36535

## STATE HIGHWAY 59 PEDESTRIAN BRIDGE

### Agreement for Architectural Services

The following is provided to outline the terms and conditions between McCollough Architecture, Inc. (Architect) and the City of Foley (Owner) for architectural services for the above-referenced project.

### Basic Scope of Services

This project will require a collaborative effort for design and construction documents for a new Pedestrian Bridge in Foley, Alabama.

The Architect will produce deliverables to achieve these objectives by following the process below (Deliverables and/or milestones are noted in **bold**):

#### 1. Design Approach:

McCollough Architecture's approach for the design of the pedestrian bridge is an integration of the rich historical background of Foley, paying homage to the railroad and responding to elements reminiscent of the existing Heritage Park and surrounding architecture. This conceptual design also lends to the architectural distinction of the new clock tower through use of similar materials, i.e. brick and steel. This structure will undoubtedly serve as an iconic gateway to the city and as a result it should speak to both Foley's past, present and future.

## PRODUCTION AND FEES

McCollough Architecture has a proven track record of designing projects within budgetary constraints. Due to the unique nature of this project, we are prepared to enlist the services of a cost estimating firm to join our team if necessary.

## A. Architectural

(5.28% of the estimated cost of construction).....\$26,400.00

Basic Services include Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration. Construction Administration services include review/approval of pay requests, submittals, and up to six (6) site visits. Longer construction periods will result in additional services.

**Total Engineering Allowance.....**.....\$6,000.00

Structural Engineering (elevator tower and stairs).....\$3,500.00

Electrical Engineering Allowance.....\$2,500.00

In the event that detailed cost estimating will be necessary for the project, the Architect will include an estimating consultant.

## ADDITIONAL SERVICES

Not To Exceed \$7,500.00

A. The Architect shall properly notify the Owner that additional services are required prior to proceeding with the additional work. The Owner shall issue written approval in advance for these services. Additional services include, but are not limited to the following:

1. Revising or modifying documents when the revisions are inconsistent with approvals or instructions previously given by the Owner.
2. Revising work due to changes required as a result of the Owner not making decisions in a timely manner.
3. Work not identified in Basic Scope of Services.
4. Construction Administration services beyond requirements of Item A. Architectural.

**B.** Should the Owner request or require additional work outside the Basic Scope of Work, the following hourly rates shall apply:

<u>Classification</u>	<u>Hourly Billing Rate</u>
Principal Architect	\$150.00
Drafting	\$ 85.00
Clerical	\$ 25.00
Engineering/Consultants	\$120.00

## OTHER PROVISIONS

1. Reimbursable expenses including direct project costs associated with copying, blueprinting, postage and delivery services, and renderings/artwork will be billed at cost plus 10%.
2. Five (5) percent interest will be charged per month on any unpaid balance after 30 days plus all costs of collection including reasonable attorney's fees.
3. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
4. Original artwork, renderings, and presentation boards will be considered additional service. Costs relating to this work shall be presented to the Owner for approval prior to work being performed.
5. It is understood that the Architect's services and scope of work does not include Geotechnical Engineering, Landscape Architecture; Kitchen Consultants (provided by the tenant) and/or Audio-Visual Consulting. These services can be provided as an Additional Service but are not included in the Architect's Basic Scope of Services.
6. The schedule (as outlined above) is based on several days review by the Owner and shall be equitably adjusted if longer review periods are necessary. Days are based on calendar days and do not include holidays.
7. It is understood that the Owner will provide a complete survey and drawings of the existing buildings at his expense that would depict all boundaries, easements, utilities, topographical information, benchmarks, existing buildings, and any other criteria needed for the Architect to perform his work.
8. It is understood that these services do not include interior decorating or other specialized display design work. These can be provided as an additional service if requested.
9. It is understood that the Architect does not provide any warranty of the General Contractor's work. Any warranty in regards to the Contractor's work should be expressed in the agreement between the Owner and Contractor.
10. It is understood that if the scope of the Project is changed materially, compensation shall be subject to renegotiation, OR, If the Project is changed or altered by the desires of the Owner after the construction drawings have begun, the Architect and his Consultants shall be reimbursed (based on the established fee schedule) to make the changes desired.
11. It is understood that the Drawings and Specifications as instruments of service are the property of the Architect whether the Project for which they were prepared is executed or not. They are not to be used by the Owner on other projects or extensions to the original Project except by agreement with appropriate compensation the Architect.
12. In the event the project, for whatever reason does not become a reality (in the building form), the Owner shall compensate the Architect's fee earned until the date of termination, within 14 days after the delivery of such documents to the Owner.

**13.** The Architect shall endeavor to guard the Owner against defects and deficiencies with the work observed during the visit and determine, in general, if the work is being performed in a manner that when fully completed will be in accordance with the contract documents.

**14.** Either party may terminate this agreement upon 30 days written notice to the other. Upon termination, the Architect will provide the Owner with all task items billed and paid for and the Owner shall pay all fees and costs for tasks completed to time of termination.

If you have any questions or concerns regarding this proposal, please let me know. Otherwise, if you feel this proposal is acceptable, please return a signed and dated original to our office to serve as our agreement and maintain an executed original for your records.

McCollough Architecture appreciates the opportunity to submit a proposal for this project and is confident that we can achieve your goals effectively.



April 6, 2016

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Sted McCollough, President  
McCollough Architecture, Inc.  
(Architect)

Date

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Mayor John Koniar  
City of Foley  
(Owner)

Date