



EDT – THA ARCHITECTURE, LLC

218 Randolph Ave. SE, Suite A | Huntsville, AL 35801 | Office 256.883.8496 | www.EDTinc.net

November 23, 2021

Mayor Ralph Hellmich
C/O Mr. Darrell Russell
Foley City Hall
407 E. Laurel Ave.
Foley, AL 36535

**Re: Fee Proposal for City of Foley – Public Works Facility Complex
Foley, Alabama**

Dear Mayor Hellmich,

EDT-THA Architecture, LLC. (EDT-THA) is pleased to submit this fee proposal for Design Services in connection with the design of the Public Works Facility Complex for the City of Foley. It will consist of new construction for a Public Works Office Building, a Street and Sanitary Office Building, a Fuel Island, a Wash Station, three Equipment Sheds and a Shop. An outline of the project scope and services is stated below.

This fee includes Architectural, Interior Design, Civil, Structural, Fire Protection, Plumbing, Mechanical, Electrical, Bid/Negotiation, Construction Administration and FF&E Services. Landscape Architecture is not included in the scope of work.

DESIGN SERVICES

Architectural Design

- EDT-THA Architecture will provide the following services for the City of Foley located in Foley, Alabama:
 - Preparation of Construction Drawings and Specifications
 - Coordination with Engineering and Interior Design Disciplines
 - Drawing submissions at 30% Preliminary, 60% Design, 90% Design, 100% Design/Permit and Issue for Construction
 - (5) On-Site Design Review Meetings after each submission to be attended by Project Architect and Project Manager
 - Responding to Client Comments and Review Agency Comments after each

submission to be incorporated into the next submission

- Assistance with the Bid and Negotiation Process
- (2) On-Site Meetings for Pre-Bid Conference and Bid Opening to be attended by Project Architect and Project Manager
- Construction Administration to include responding to Requests for Information and Reviewing Construction Submittals
- Attendance at (1) On-Site Pre-Construction Meeting
- OAC (Owner-Architect-Contractor) Meetings to be attended twice per month by Project Architect and/or Project Manager. (12) On-Site OAC Meetings to occur once per month. All other OAC Meetings to be attended virtually.
- Attendance at (1) On-Site City Inspection, (1) Punch List Inspection and (1) Warranty Inspection.

*Any additional meetings or personnel requested at scheduled meetings will be billed at an hourly rate to the Owner.

Interior Design

- EDT-THA Architecture will provide the following services for the City of Foley located in Foley, Alabama:
 - (1) On-Site Kick Off Meeting with Client
 - (2) Virtual Meetings with Client to review drawings / specifications
 - (1) On-Site Finishes Presentation with Client
 - Preparation of Construction Drawings and Specifications of Furniture, Finishes and Equipment (FF&E) for the following spaces:
 - Public Works and Engineering Building
 - (2) Lobbies, (2) Reception Areas, (12) Private Offices, (2) Shared Offices, File Room, Plotter and Copier Room, Conference Room, Break Room, Mud Room, Lounge
 - Shop Building
 - (1) Private Office, (1) Shared Office, Break Room, Inventory
 - Sanitary and Street Building
 - (2) Vestibules, (7) Private Offices, (2) Break Rooms, Training Room
 - Coordination with Engineering and Architecture Disciplines
 - Drawing submissions at 60% Design, 90% Design, 100% Design/Permit and Issue for Construction
 - Responding to Client Comments after each submission to be incorporated into the next submission
 - Fixed fee does not include 10% Procurement Fee based on cost of FF&E. Procurement fee includes EDT-THA's management of the procurement process and is invoiced with the cost of goods, tax, freight and installation. Procurement (coordination of ordering, delivery and installation) of Furniture, Finishes and

Equipment (FF&E) to include:

- Furniture
- Finishes
- Decorative Light Fixtures
- Decorative Accessories
- Artwork
- (3) On-Site Installation Inspections
- Window coverings, computer, printers and related equipment are not included in the scope of Interior Design.

*Any additional meetings or personnel requested at scheduled meetings will be billed at an hourly rate to the Owner.

Engineering Design

- Engineering Design Technologies will provide the following services for the City of Foley located in Foley, Alabama:
 - Preparation of Construction Drawings and Specifications
 - Coordination with Architecture and Interior Design Disciplines
 - Drawing submissions at 30% Preliminary, 60% Design, 90% Design, 100% Design/Permit and Issue for Construction
 - (5) On-Site Design Review Meetings after each submission to be attended by Project Manager
 - Responding to Client Comments and Review Agency Comments after each submission to be incorporated into the next submission
 - Assistance with the Bid and Negotiation Process
 - (2) On-Site Meetings for Pre-Bid Conference and Bid Opening to be attended by Project Manager
 - Construction Administration to include responding to Requests for Information and Reviewing Construction Submittals
 - Attendance at (1) On-Site Pre-Construction Meeting by Project Manager
 - OAC (Owner-Architect-Contractor) Meetings to be attended once per month by Project Manager.
 - Attendance at (1) On-Site City Inspection, (1) Punch List Inspection and (1) Warranty Inspection.

Civil Engineering Design

- Engineering Design Technologies will provide the following services for the City of Foley located in Foley, Alabama:
 - Site Plan
 - Coordination with local Utilities and Developing Utility Layout
 - Drainage Plan

- Erosion Control Plan
- Provide (3) On-Site Inspections during construction phase

Structural Engineering Design

- Engineering Design Technologies will provide the following services for the City of Foley located in Foley, Alabama:
 - Foundation Plan
 - Slab Plan
 - Foundation Sections
 - Anchor bolt schedules and reactions
 - Design wind loads based on City of Foley building code requirements and review of final stamped PEMB manufacturers structural design.
 - Construction Administration
 - Provide (2) On-Site Inspections during construction phase

Mechanical | Plumbing | Fire Protection Design

- Engineering Design Technologies will provide the following services for the City of Foley located in Foley, Alabama:
 - Plumbing Design including the sanitary sewer system, domestic water system, plumbing fixtures, water heating system, gas piping and installed equipment requiring plumbing system connection(s) per the 2015 International Plumbing Code.
 - Specifications will be in Masterspec 2004 format and will be located on drawings
 - The performance drawings and specifications for the fire protection system will be per the 2015 International Fire Code and NFPA.
 - Mechanical HVAC load calculations will include each space, occupancy rate for each space, equipment located in each space and the required ventilation rate for each space per the 2015 International Mechanical Code.
 - Mechanical design drawings will include ductwork sizing and routing location, diffuser sizing and location, and equipment sizing, and location based on the HVAC load calculation. Equipment schedules installation details, piping diagrams, ventilation table, and installed equipment requiring mechanical system connection(s) will be included with the design drawings.
 - Attend (3) Site visits during the construction phase
 - Attend (1) Kick Off design meeting for the Public Works Complex with Architect and City.

Electrical | Fire Alarm

- Engineering Design Technologies will provide the following services for the City of Foley located in Foley, Alabama:

- Electrical design including the electrical connections for equipment throughout the building and complex, including electrical load calculations.
- Exterior lighting as required with calculations.
- Fire Alarm performance layout per NFPA to tie to the existing Fire Protection System.

Our Team will provide the following submittals:

- 30% Preliminary Design will include the conceptual design for the project for collaboration with the Owner for review and comments to be able to incorporate any design changes into the next submittal package.
- 60% Design will include all plans, elevations, sections and detailing to describe the general intent of the project. This submittal will also be for collaboration with the Owner for review and to provide comments to be incorporated into the next submittal.
- 90% Design will include near bid ready drawings and specifications, including draft contract and bidding process documents for Owner review and comments to be able to incorporate into the next submittal.
- 100% / Permit Construction Documents will include all drawings, specifications and contract documents required for permit review.
- Issue for Construction Documents will include all final drawings, specifications and contract documents for bidding and construction of the project.

*Any additional submittals requested will be billed at an hourly rate to the Owner.

ASSUMPTIONS

- The Design will be based on current Building Codes per City of Foley Ordinance 18-2004-ORD dated March 2018, NFPA Guidelines, ASHRAE Standard 90-2007 and ADA Standards.
- Scope of work is based on schematic design provided by EDT-THA on 11/22/2021.
- If major changes in the project or budget occur during the design or construction phases of the project and warrant a change in the Basic Fee to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in the project size, complexity, usage, arrangement, schedule or phasing of the construction or improvement of work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee if the change is requested by the Awarding Authority / Owner and the change requires additional design, administrative, consultant or other services not contemplated in the agreement.
- The Basic Fee shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee shall be subject to adjustment.
- Window coverings, computer, printers and related equipment are not included in the

scope of Interior Design.

- Landscape Architecture is not included in the scope of work.
- Renderings (interior and exterior) are not included in the scope of work, but can be provided at a rate of \$1,000 per rendering.
- Any additional site visits not listed in the scope above will be charged as additional services.
- Permit fees are not included in the scope.
- The Consultant's fees do not include expenses for printing, plotting, mileage, courier, permits or application fees.
- Any additional services must be approved in writing by the Client in advance of the work being performed.
- Construction will not extend past one year after construction mobilization on site. Any Construction Administration needed after this point will be billed hourly as additional services.
- Preparation of Record Drawings is not included in the scope of work, but can be provided as an additional service.
- In-person meetings may be virtual based on current Covid-19 exposure rates.

FEE SUMMARY

EDT-THA and approved consultants will perform Design Services for a **Fixed Fee** of **\$507,228.75**.

Our fee structure for invoicing will be based on percent complete each month.

Changes that are not included in the scope will be billed hourly as additional services.

Architectural | Engineering Hourly Rates

Principal Architect Engineer	\$185.00
Registered Architect Engineer	\$165.00
Project Manager	\$175.00
Associate Architect Engineer	\$150.00
Senior Designer Interior Designer	\$145.00
Designer	\$120.00
Administrative	\$85.00

The above rates are hourly rates for labor based upon averages for the Job Classification indicated.
The rates are in effect until December 31, 2021, where they may be adjusted due to merit or cost of living increases.

SCHEDULE

We can begin the work immediately upon approval and notice to proceed.

Should you find our proposal acceptable, we will begin the project upon an executed AIA contract. If there are any questions regarding this proposal, please contact me at (256) 883-8496. Thank you for this opportunity and we look forward to working with you.

Best Regards,

Jennifer Thorington-Hines
EDT-THA Architecture, LLC
Principal Architect & CEO

CONTRACT TERMS AND CONDITIONS:

The Owner and the Architect (EDT-THA) agree as follows:

ARTICLE 1: ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

ARCHITECTURAL Services as stated on page 1.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

ARTICLE 2: OWNER'S RESPONSIBILITY

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3: USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4: TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven

days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5: MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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

ARTICLE 6: PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Total Cost: See Fee Summary

The Owner shall pay the Architect an initial payment of: \$0.00.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten Percent (10%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principle place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation.

Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7: OTHER PROVISIONS

The Owner and Architect shall endeavor to solve claims, disputes and other matters in question between them through mediation, which unless agreed mutually otherwise shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the agreement. If disputes are not resolved through a mediation stay of 60 days, the method of binding dispute resolution shall be Arbitration.

ARTICLE 8: CONTRACT ACCEPTANCE

The Architect will begin the project upon the Owner's issuance of a Notice-to-Proceed for Architectural Services and receipt of retainer payment, if required under Article 6 of this agreement.