



# City of Foley, AL

407 E. Laurel Avenue  
Foley, AL 36535

## Signature Copy

Resolution: 24-1030-RES

File Number: 24-0047

Enactment Number: 24-1030-RES

A Resolution Authorizing the Capital Project Bathrooms/Concessions for Sports Tourism Department to replace an existing trailer restroom.

WHEREAS, the Sports Tourism Department is requesting to replace the bathroom trailer at the Soccer Fields, and

WHEREAS, McKee & Associates has provided a proposal to architect a building for us,

WHEREAS, the total cost of pouring the concrete should not exceed \$300,000 for account #, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves moving forward with the capital project bathrooms/concessions for Foley Sports Tourism;

SECTION 2: Approves the mayor to sign the owner and architect agreement with McKee & Associates;

SECTION 3: Approves the appropriation of funds in the amount of \$300,000 to be made to account #400-5042-5102 Multi-Use Fields Bathroom/Concession Bld;

SECTION 4: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024.



President's Signature

*[Handwritten Signature]*

Date

1-16-24

Attest by Clerk

*[Handwritten Signature]*

Date

1-16-24

Mayor Signature

*[Handwritten Signature]*

Date

1/17/24

Capital Project Worksheet

Directions:

Please complete all questions below and submit to Mike Thompson and Wayne Trawick for approval. If this project is approved, you must complete the Pre-Project Worksheet and Budget forms.

Submitted by: David Thompson

Date Submitted: 1/2/2024

Is this purchase listed on the capital projects plan in the approved budget? Yes

What amount is approved in the plan for this project? \$300,000

In what year is this project shown to begin in the plan? FY23/24

Description of the project and why the project needs to be completed at this time.  
Developing a building that contains restrooms and a small concessions stand  
\_\_\_\_\_  
\_\_\_\_\_

Can your job be performed without the completion of this project? Please explain below.  
Yes, but we have issues every tournament with our restrooms  
\_\_\_\_\_  
\_\_\_\_\_

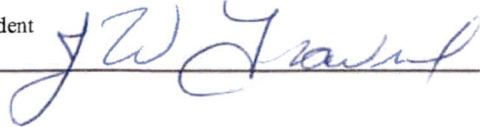
Will not completing this project cause a public safety issue? Please explain below.  
No  
\_\_\_\_\_  
\_\_\_\_\_

Do you expect to come in, at, or under budget on this project? Please explain below.  
in  
\_\_\_\_\_  
\_\_\_\_\_

Is there a grant associated with this project? No  
If so please list below the grant amount and the match required by the City.  
No  
\_\_\_\_\_  
\_\_\_\_\_



Approval by City Administrator  
  
Signature and Date

Approval by Council President  
  
Signature and Date

 **AIA® Document B105® – 2017**

**Standard Short Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 17th day of October in the year 2023  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Foley, Alabama  
407 E. Laurel Ave.  
Foley, AL. 36535

and the Architect:  
*(Name, legal status, address and other information)*

McKee & Associates Architects, Inc.  
631 S. Hull St.  
Montgomery, AL. 36104

for the following Project:  
*(Name, location and detailed description)*

Improvements to Foley Concession Building

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1164671336)

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. 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:

To be Determined at a later date, if necessary.

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, which shall be set forth in drawings and other documents appropriate for the Project. 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 bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

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 the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. 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. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Int.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. 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 shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

7.5% of the Construction Cost

The Owner shall pay the Architect an initial payment of Zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

None

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

City of Foley  
\_\_\_\_\_  
(Printed name and title)



\_\_\_\_\_  
ARCHITECT (Signature)

McKee & Associates  
\_\_\_\_\_  
(Printed name, title, and license number, if required)