



March 24, 2026

PERSONAL AND CONFIDENTIAL

City of Foley

Via Email: phughes@cityoffoley.org

**Re: A New Commercial Kitchen Building for the Farmer's Market
Foley, AL**

Dear Prisila:

I enjoyed visiting with you to discuss your plans to revise the previously designed Commercial Kitchen building at the Foley Farmer's Market. This proposal includes architectural, mechanical, electrical, and plumbing changes to the construction drawings. This proposal does not include civil, surveying, structural or geotechnical engineering services as those do not need to be revised per the changes requested and were finalized in the initial task order. Landscape architecture and landscaping is not in our scope and will be provided by others. The following "Scope of Work" is provided to outline the terms and conditions between McCollough Architecture, Inc. (Architect) and City of Foley, (Owner) for architectural services for the above-referenced project.

A. Highlighted Program:

General:

- Floor plan revisions to Construction Drawings (see attached revised architectural drawings)
- Remove as much rooftop equipment as possible for the kitchen.
- Eliminate the DOAS
- Increase the Size of the Tempered Makeup Unit Fan and Move it to an Elevated Platform (behind the building) with Exposed Ductwork that Enters above Ceiling.

B. Architectural Services

McCullough Architecture agrees to provide revised architectural, mechanical, electrical, and plumbing engineering design and construction documents based on the objectives outlined above. The architectural, mechanical, electrical, and plumbing engineering fee for this is to be broken down in the following Phase of Work. We have moved the Construction Administration portion to this proposal since that will be applicable to the construction phase of work, but please note that it was approved under the previous task order.

• **Construction Drawing Revisions (Lump-sum \$3,580.00)- 30 days:**

The Owner may authorize the Architect to proceed with changes to the drawings. Permit Drawings shall include architectural drawings sufficient for building permitting and consist of a site plan, floor plans, exterior elevations, selected interior elevations, finish schedule, door and window schedules, building sections, miscellaneous details, plumbing, mechanical and electrical layouts based on the above changes in the program. This includes updated specifications.

- C. **Architectural Construction Administration (Lump-sum \$4,800.00) – \$800.00 to be billed monthly with an anticipated 6-month construction timeline:** Construction administration includes bidding and negotiations, Two monthly O.A.C. meetings, site visits, field reports, Submittal and RFI review, as well as Pay Application review. *Construction timeline is an estimate and can change.

NOTES: The above phases of work will require Owner input and comments that shall be considered and addressed in the subsequent phases of work. Each phase of work will require Owner approval prior to proceeding to the next phase.

E. **Architectural and Engineering Additional Services:**

Should the Owner request or require additional work or services beyond the scope of this agreement, the following hourly rates shall apply.

<u>Classification</u>	<u>Hourly Billing Rate</u>
Architect (Principal)	\$200.00
Structural Engineer	\$200.00
Civil Senior Project Manager	\$195.00
Civil Professional Land Surveyor	\$180.00
Civil Professional Engineer	\$180.00
Civil Staff Engineer	\$110.00
Survey Manager	\$110.00
One Man Crew Survey	\$120.00
Three Man Crew Survey	\$175.00
Landscape Architect	\$175.00
Project Architect	\$150.00
CADD Designer	\$110.00
Civil Senior Construction Representative	\$100.00
Civil CADD Technician	\$ 95.00
Architectural CAD Technician	\$ 85.00
Administrative	\$ 65.00
Clerical	\$ 35.00
Geotechnical Engineer does not have an hourly fee. Additional services can be provided as a lump-sum if needed based on scope of work.	

The Architect shall properly notify the Owner that additional services are required prior to proceeding with the additional work. Additional Services include, but is 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. We will assist with picking out flooring, cabinetry, and paint colors. Other Interior Design Services including furnishings, furniture, specialty lighting, finishes, product selection, etc. is not included in our scope.
4. Kitchen equipment is to be specified by a kitchen consultant which will be directed by the Owner. We anticipate the Kitchen Equipment will be included in Bid as specified.
5. If the footprint changes, there will be additional fees incurred by engineers/architect.
6. Landscape lighting is not included in our engineer's scope of work.
7. Owner will be responsible for all application/recording/permitting fees.

This proposal is valid for thirty (30) days. Thank you very much for this opportunity and I look forward to working with you.



3.25.2026

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

City of Foley Date
(Representative)

McCullough Architecture, Inc. General Terms and Conditions

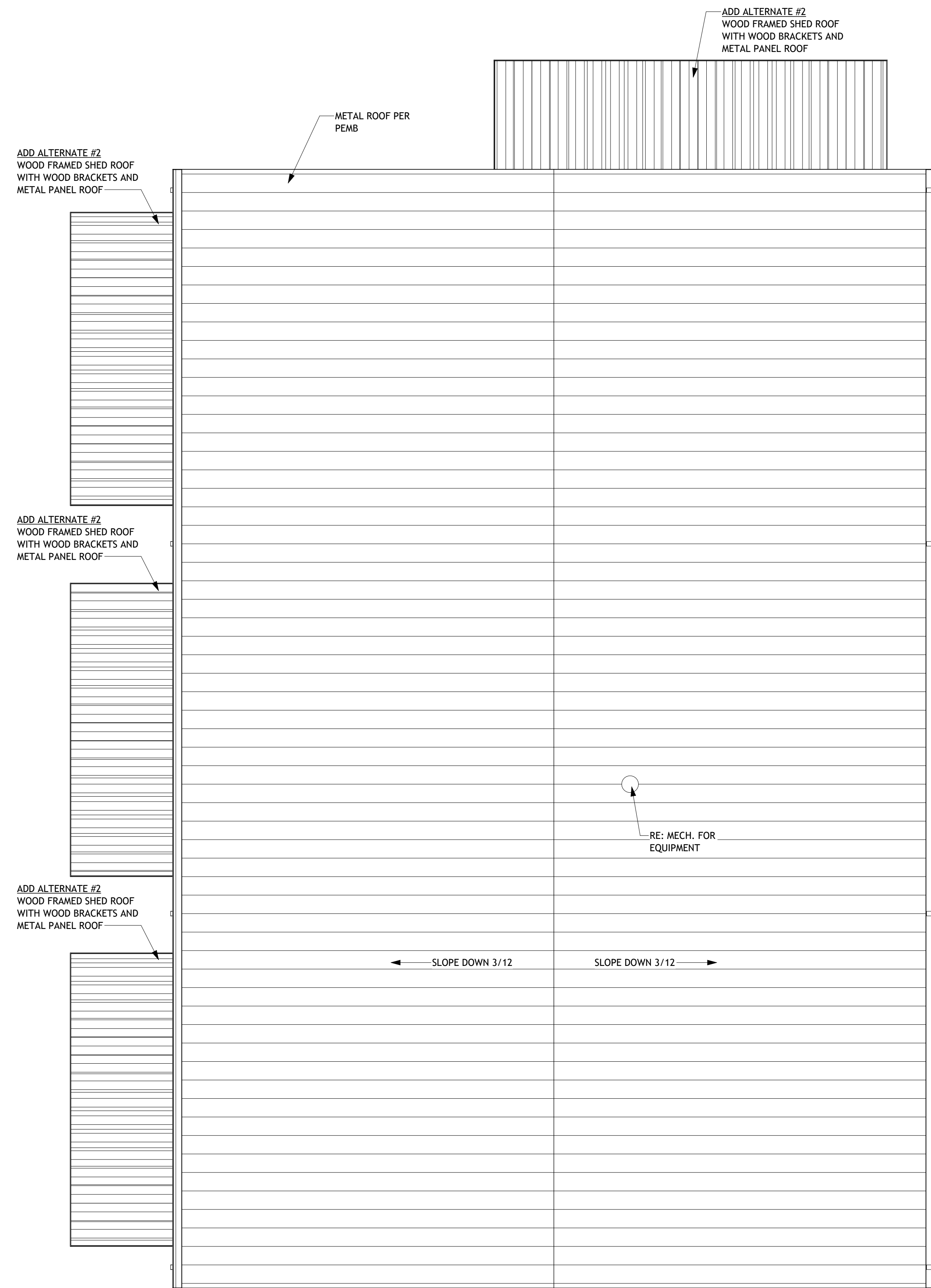
- Reimbursable expenses include the cost of copying and blueprinting, postage and delivery services, mileage on round trips in excess of 30 miles, and all travel expenses incidental to the project, and will be billed at 1.15 times the cost to the firm.
- The Owner shall contract directly with a Geotechnical Engineer to provide soil boring and a Geotechnical Report that describes existing soil conditions and provides foundation recommendations for the project. Fees for this work typically range from \$1,500.00 to \$3,500.00.
- Should the Owner desire a “Fortified” status, the fee for designation (including documentation and forms) will require additional work from the structural engineer and/or a third (3rd) party inspector (allow \$3,500.00).
- Drawings shall be sufficient for permitting. It is understood that the project will be negotiated with a builder approved by the Architect. “Bid documents” will not be required.
- The Architect shall endeavor to guard the Owner against defects and deficiencies with the work observed during construction 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.
- 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.
- Original artwork, renderings, presentation boards, and/or 3-D Computer Generated Modeling will be considered additional service. Costs relating to this work shall be presented to the Owner for approval prior to work being performed.
- The schedule is based on several days review by the Owner and shall be equitably adjusted if longer review periods are necessary.
- It is understood that the Owner will provide a complete survey at his expense that would depict all boundaries, easements, utilities, topographical information, benchmarks, existing buildings, geotechnical information, soil borings and foundation recommendations, and any other criteria needed for the Architect to perform his work.
- It is understood that these services do not include civil design/engineering; interior decorating; landscape design; or detailed pool design/engineering/construction documents or other build-out work. These can be provided as an additional service if requested.
- In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from any cause or causes, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed the Design Professional’s total fee for services rendered on this project, whichever is greater. Such claims and clauses include, but are not limited to, negligence, professional errors or omissions, strict liability and breach of contractor warranty.
- It is our desire to exceed the Owner’s expectations, however if there is a disagreement between the Owner and the Architect, the parties shall attempt to resolve it promptly by negotiation within 30 days. If the dispute cannot be resolved during negotiations, then parties shall proceed to mediation unless the parties at the time agree to a different timeframe. If parties do not agree on a mediator, a mediator will be determined by a local mediation service provider. Mediation fees and filing fees will be shared equally with both parties. Mediation will take place in the location of the project in this agreement. If parties come to an agreement in mediation, these terms will be enforceable in any court having jurisdiction. If parties do not resolve the dispute through mediation, parties shall proceed to arbitration. Each party is responsible for their own witness costs, attorney fees and costs associated with arbitration. Parties may pick their own arbitrators to represent themselves. Unless parties agree otherwise, a local arbitration service provider will appoint an arbitrator to conduct the arbitration. A demand for arbitration shall be made in writing and served to each party, including the person administering the arbitration. The outcome of arbitration will be enforceable in any court having jurisdiction.
- 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 from the Architect. The Architect has the right to photograph (at his own expense) the offices for marketing and/or publishing the building on social media; magazine; or book while maintaining Owner anonymity.
- 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 up to the date of termination, within 14 days after the delivery of such documents to the Owner.



McCOLLOUGH ARCHITECTURE, INC.
P.O. BOX 6310
GULF SHORES, ALABAMA 36547-6310
PHONE: 251-968-7222

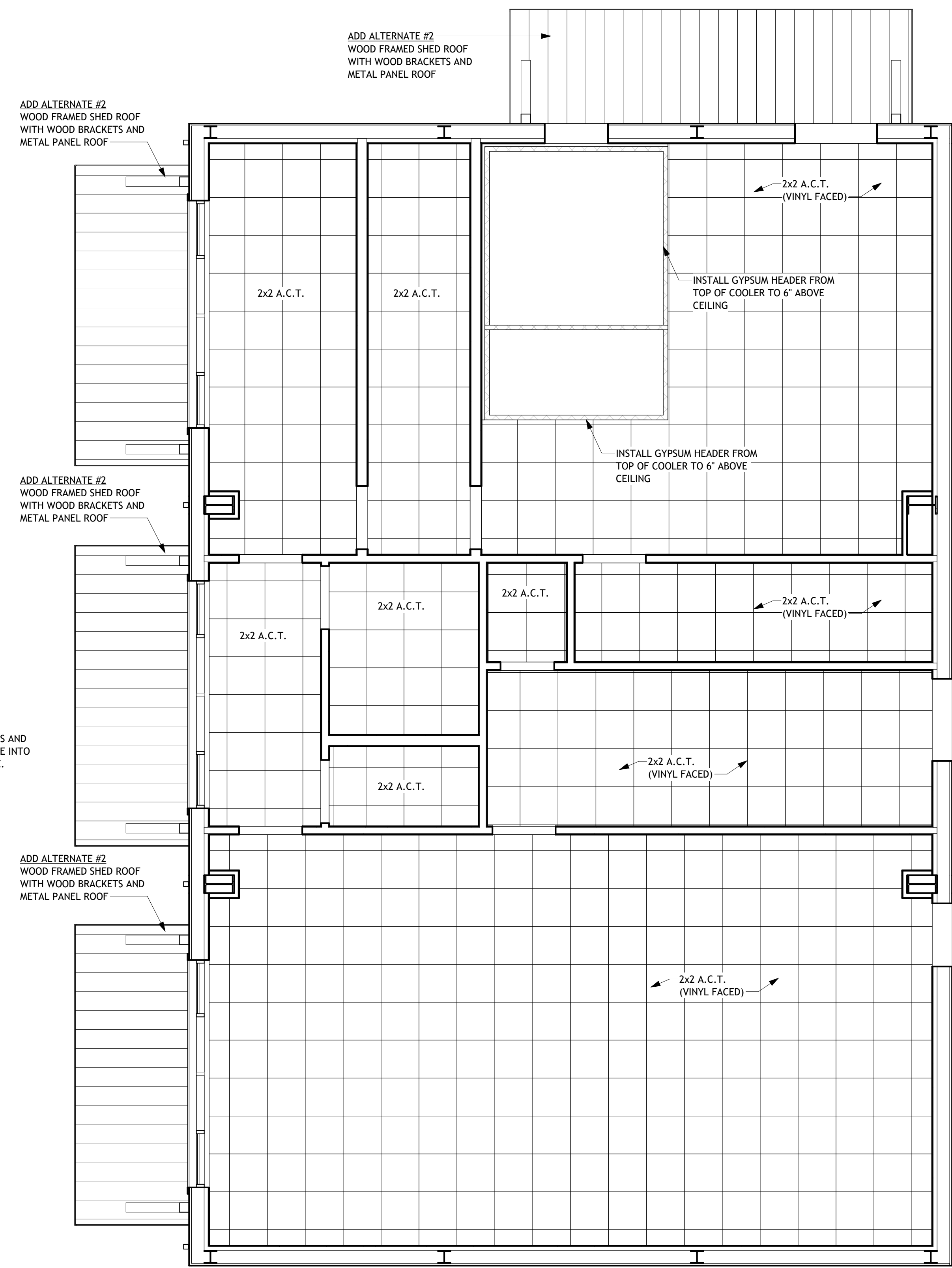


A NEW COMMERCIAL KITCHEN
FOR
FOLEY FARMER'S MARKET
FOLEY, ALABAMA



2 Roof Plan
1/4" = 1'-0"

CONTRACTOR TO ENSURE ALL ROOF PENETRATIONS ARE WEATHERTIGHT.



1 Reflected Ceiling Plan
1/4" = 1'-0"

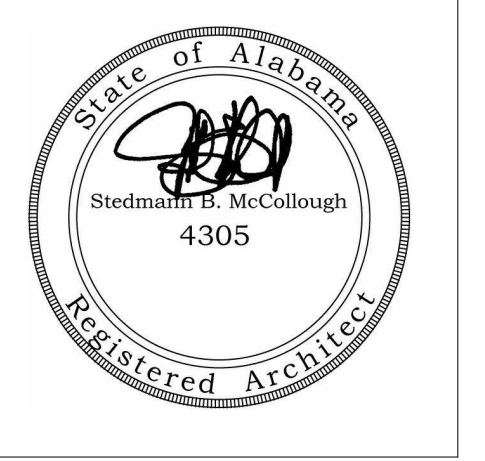
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REVISION:

SCALE: NA

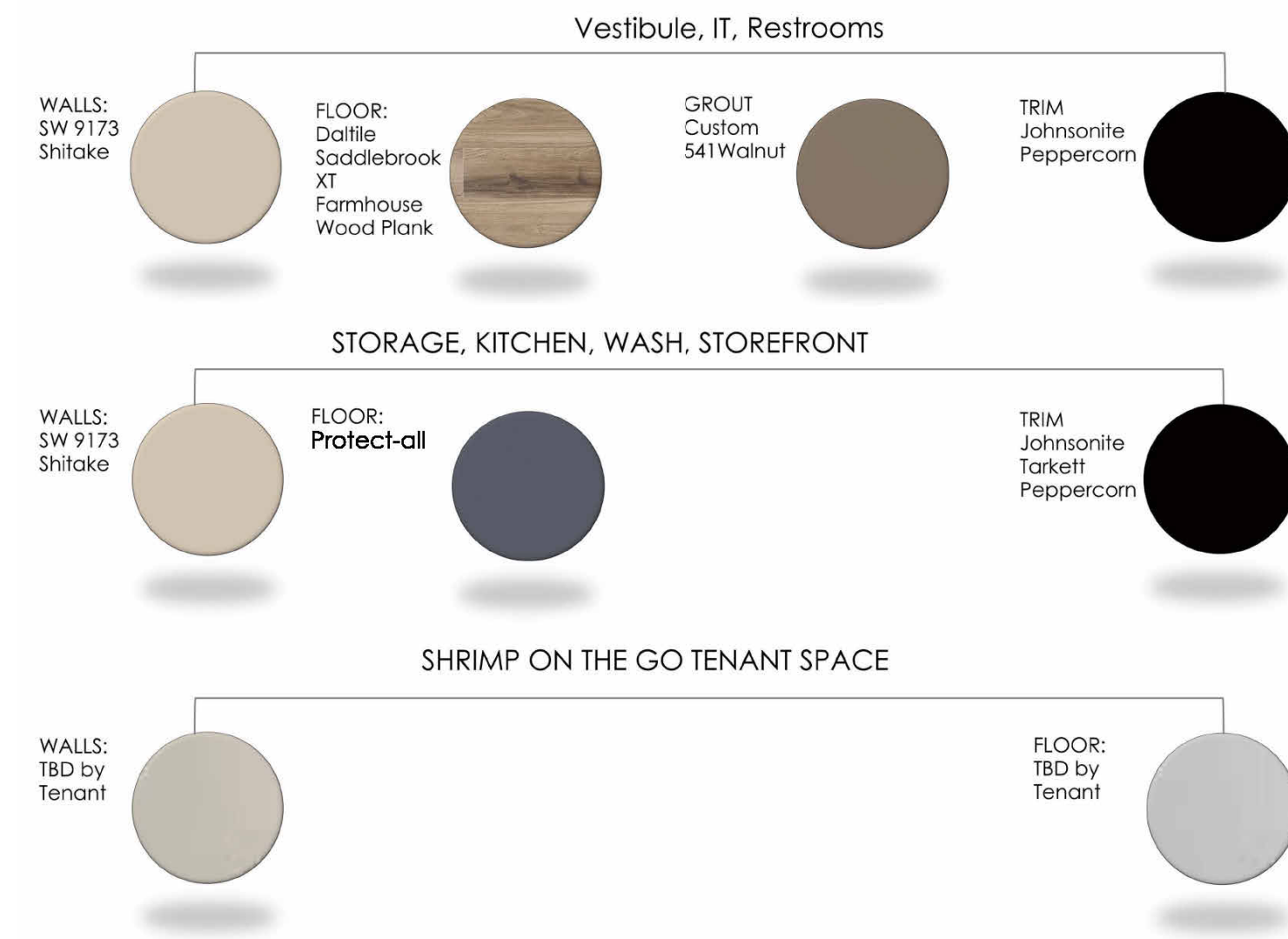
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A1.1

CEILING AND ROOF PLANS



INTERIOR COLORS DESIGN BOARD

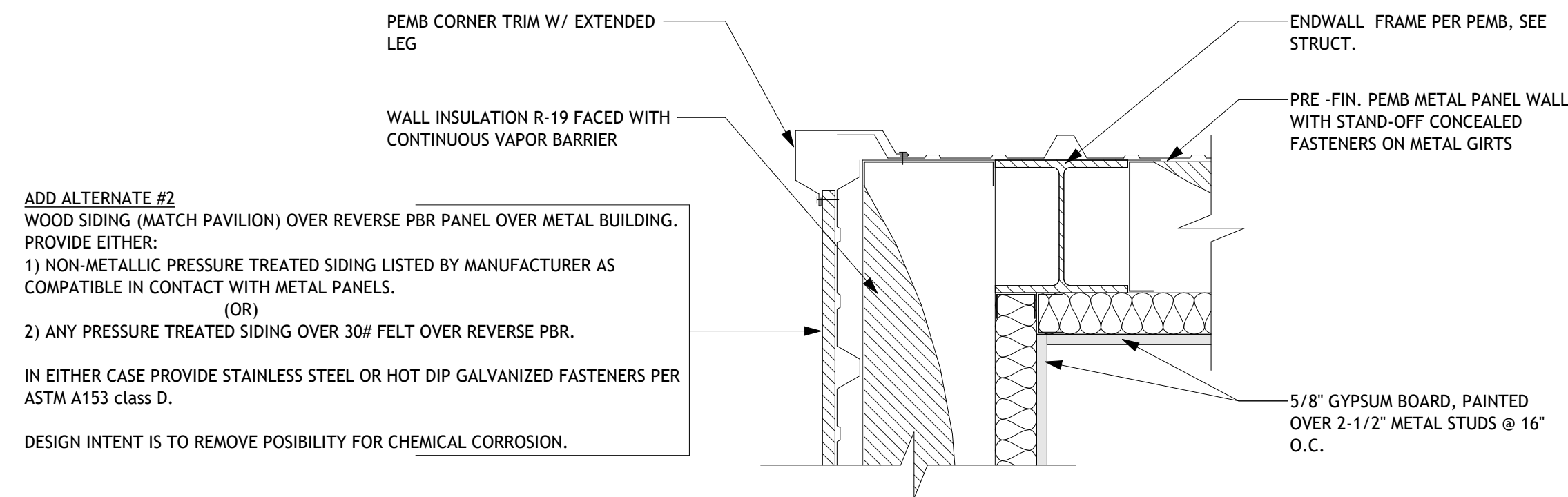


EXTERIOR COLOR NOTE: CONTRACTOR TO PROVIDE FULL RANGE OF COLOR SELECTION FOR ALL EXTERIOR ELEMENTS OF PEMB, DOORS AND STOREFRONT SYSTEMS.

Door Schedule										
Mark	Width	Height	Door Type	Material	Finish	Frame Material	Frame Finish	Fire Rating	Closer	Notes
	6'-0"	7'-11"						NONE		
	6'-0"	7'-11"						NONE		
	6'-0"	7'-11"						NONE		
101B	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
102A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
103A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
103B	3'-0"	8'-0"	4	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	YES	
103C	4'-0"	8'-0"	3	HOLLOW METAL	PRE-FIN	ALLUM.	PRE-FIN	NONE	YES	
104A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
105A	2'-6"	8'-0"	6	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
106A	4'-0"	8'-0"	3	HOLLOW METAL	PRE-FIN	ALLUM.	PRE-FIN	NONE	YES	
107A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
107B	3'-0"	8'-0"	4	HOLLOW METAL	PRE-FIN	ALLUM.	PRE-FIN	NONE	YES	
107D	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	NO	
108A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	YES	
109A	3'-0"	8'-0"	5	HOLLOW METAL	PAINTED	HOLLOW METAL	PAINTED	NONE	YES	

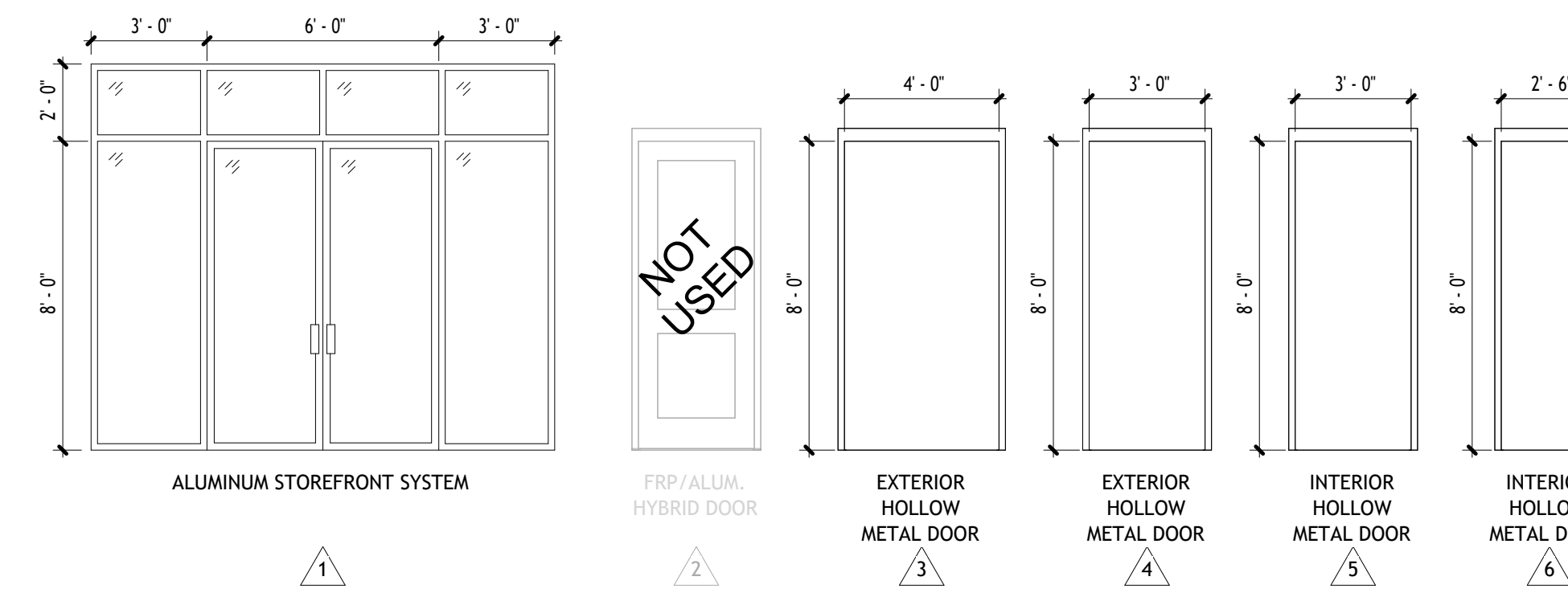
Room Schedule						
Name	Number	Floor Finish	Base Finish	Wall Finish	Ceiling Height	Ceiling Finish
STOREFRONT SPACE	101	TILE	PAINTED MDF	PAINTED GYPSUM	10'-0"	A.C.T.
DRY STORAGE	102	TILE	PAINTED MDF	PAINTED GYPSUM	10'-0"	A.C.T.
KITCHEN	103	PROTECT - ALL	PROTECT - ALL	FRP OVER MR GYPSUM	10'-0"	VINYL FACED A.C.T.
WASH	104	PROTECT - ALL	PROTECT - ALL	FRP OVER MR GYPSUM	10'-0"	VINYL FACED A.C.T.
IT CLOSET	105	TILE	PAINTED MDF	PAINTED GYPSUM	10'-0"	A.C.T.
STORAGE	106	TILE	PAINTED MDF	PAINTED GYPSUM	9'-0"	A.C.T.
TENANT - SHRIMP ON THE GO	107	BY TENANT	BY TENANT	BY TENANT	10'-0"	BY TENANT
STORAGE	108	TILE	TILE BASE	PAINTED MR GYPSUM	9'-0"	A.C.T.
MEN	109	TILE	TILE BASE	PAINTED MR GYPSUM	9'-0"	A.C.T.
VESTIBULE	110	TILE	PAINTED MDF	PAINTED GYPSUM	10'-0"	A.C.T.

GENERAL NOTE: COORDINATE WITH CITY FOR FINAL SELECTION OF ALL FINISH MATERIALS AND COLORS. ALL INTERIOR FINISHES ARE TO BE SLIP RESISTANT AND EASILY CLEANED. COLORS PER DESIGN BOARD THIS SHEET.



ADD ALTERNATE #2
 WOOD SIDING (MATCH PAVILION) OVER REVERSE PBR PANEL OVER METAL BUILDING. PROVIDE EITHER:
 1) NON-METALLIC PRESSURE TREATED SIDING LISTED BY MANUFACTURER AS COMPATIBLE IN CONTACT WITH METAL PANELS.
 (OR)
 2) ANY PRESSURE TREATED SIDING OVER 30# FELT OVER REVERSE PBR.
 IN EITHER CASE PROVIDE STAINLESS STEEL OR HOT DIP GALVANIZED FASTENERS PER ASTM A153 class D.
 DESIGN INTENT IS TO REMOVE POSSIBILITY FOR CHEMICAL CORROSION.

4 PLAN DETAIL (ADD ALT. 2)
 1 1/2" = 1'-0"

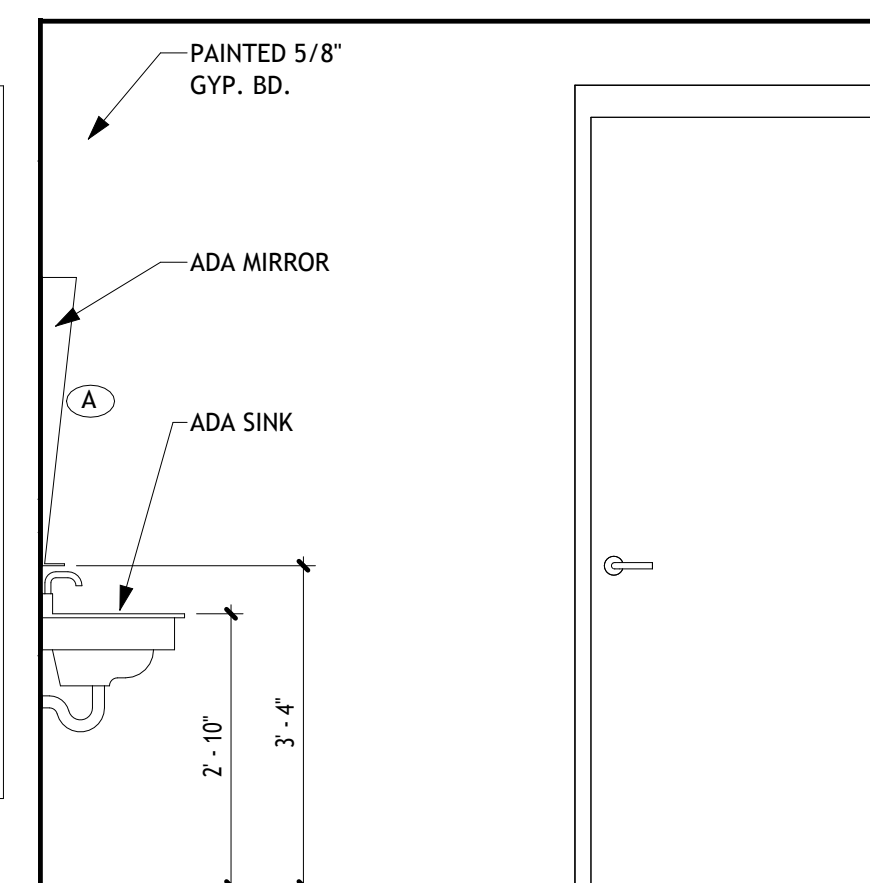


A DOOR TYPES
 1/4" = 1'-0"

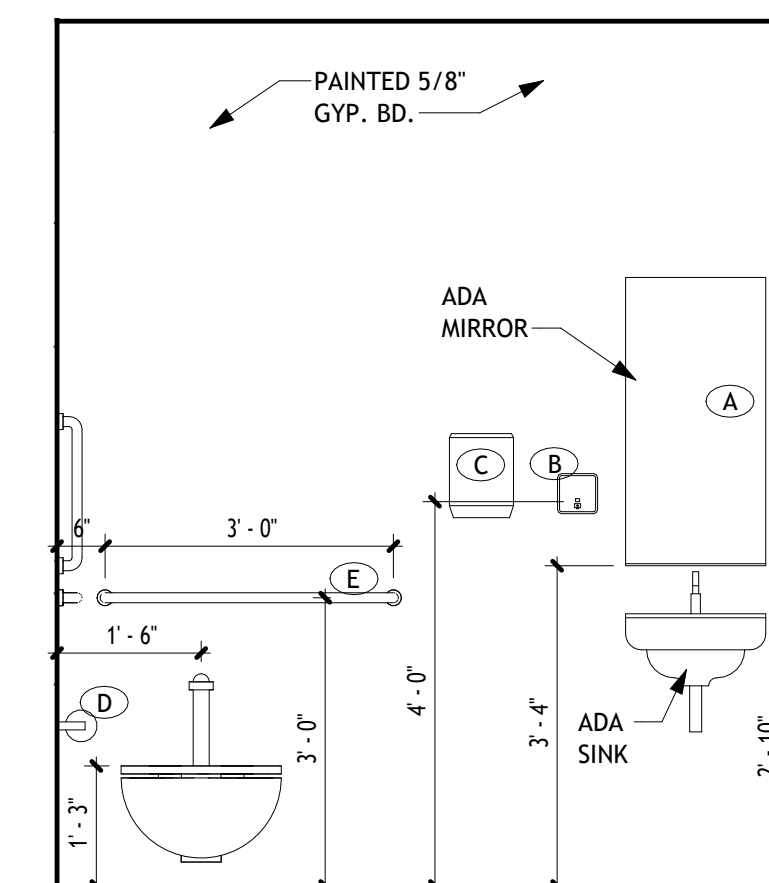
ALL EXTERIOR DOORS AND WINDOWS TO BE LARGE MISSILE IMPACT RATED. ALL GLAZING TO BE TINTED PER OWNER COLOR/SHADE SELECTION.

ACCESSORIES LEGEND	
SYMBOL	DESCRIPTION
(A)	ACCESSIBLE MIRROR UNIT
(B)	SOAP DISPENSER
(C)	PAPER TOWEL DISPENSER
(D)	TOILET PAPER DISPENSER
(E)	36" REAR & 42" SIDE GRAB BAR
(F)	ELECTRIC HAND DRYER
(G)	WASTE RECEPTACLE
(H)	BABY CHANGING STATION
(I)	SANITARY NAPKIN DISPOSAL
(J)	ADA COMPLIANT ADJUSTABLE SHOWER HEAD
(K)	SHOWER CORNER GRAB BAR
(L)	ADA COMPLIANT SHOWER SEAT

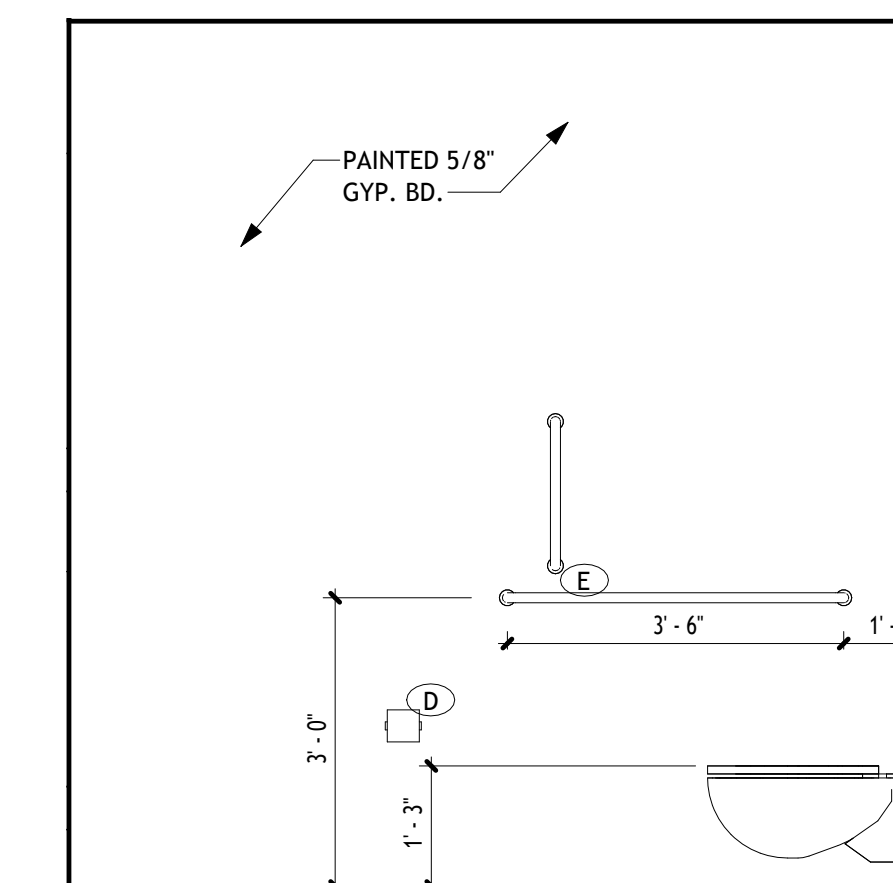
DIMENSIONS SHOWN MAY VARY DEPENDING ON OBSTRUCTIONS. REFERENCE 2/A1.0



1 INTERIOR ELEVATION
 1/2" = 1'-0"



2 INTERIOR ELEVATION
 1/2" = 1'-0"



3 Int. Elev. 3
 1/2" = 1'-0"

A NEW COMMERCIAL KITCHEN
 FOR
FOLEY FARMER'S MARKET
 FOLEY, ALABAMA

JOB NO.:
 DRAWN: CLT
 CHECKED: SBM
 DATE: 2026.03.12
 REVISION:

SCALE: NA

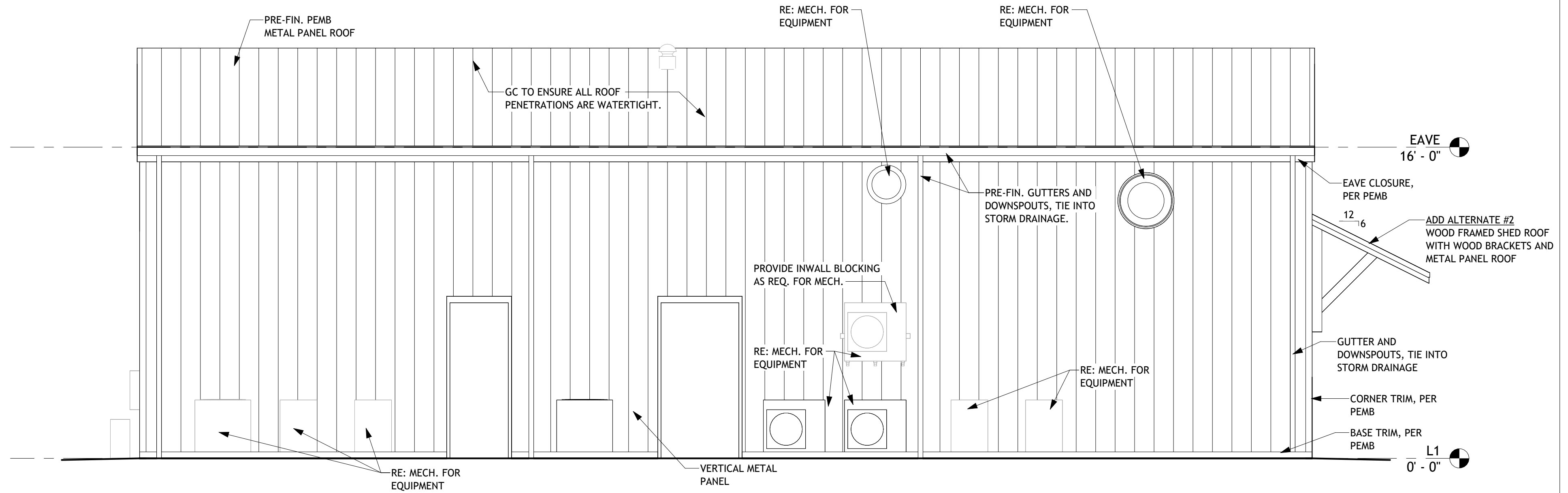
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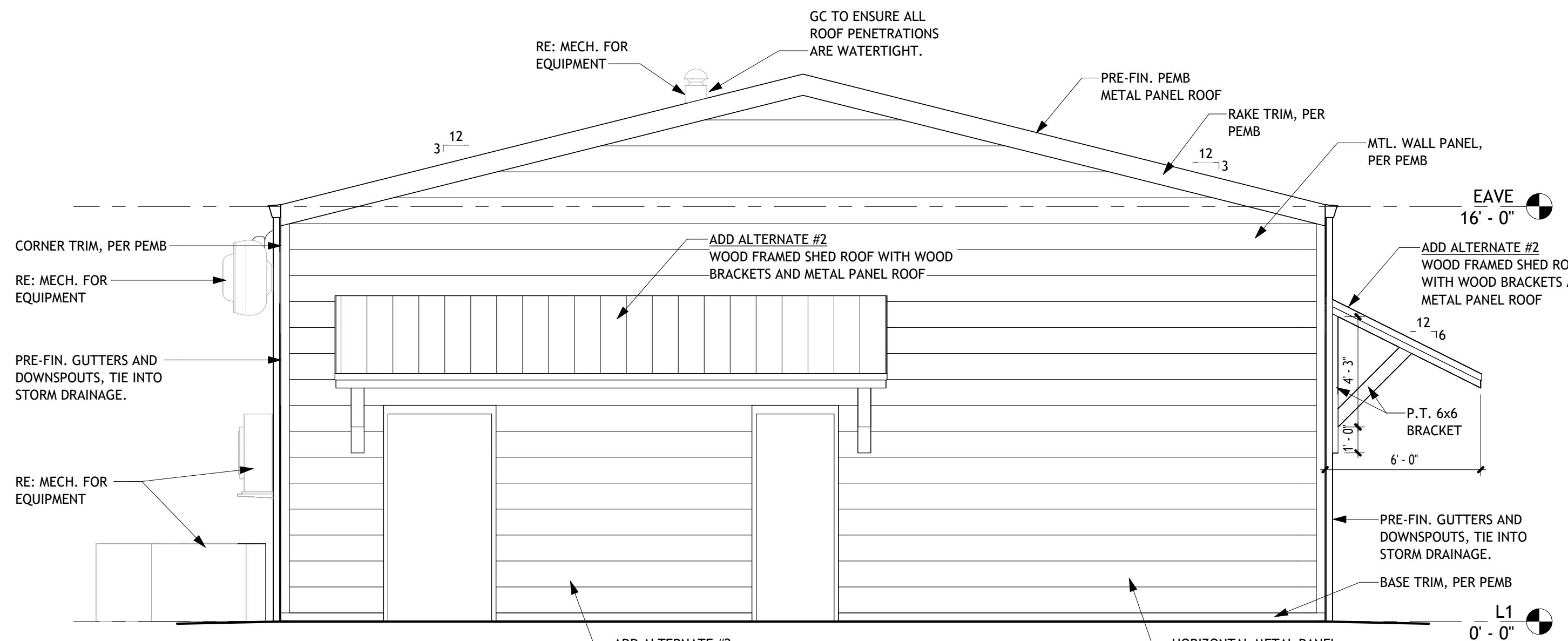
DOOR AND FINISH SCHEDULES



ADD ALT. 2 SHED ROOF GENERAL NOTE:
PROVIDE FOR AN EXPOSED FASTENER R-PANEL ROOF SYSTEM ON ALL SHED ROOFS

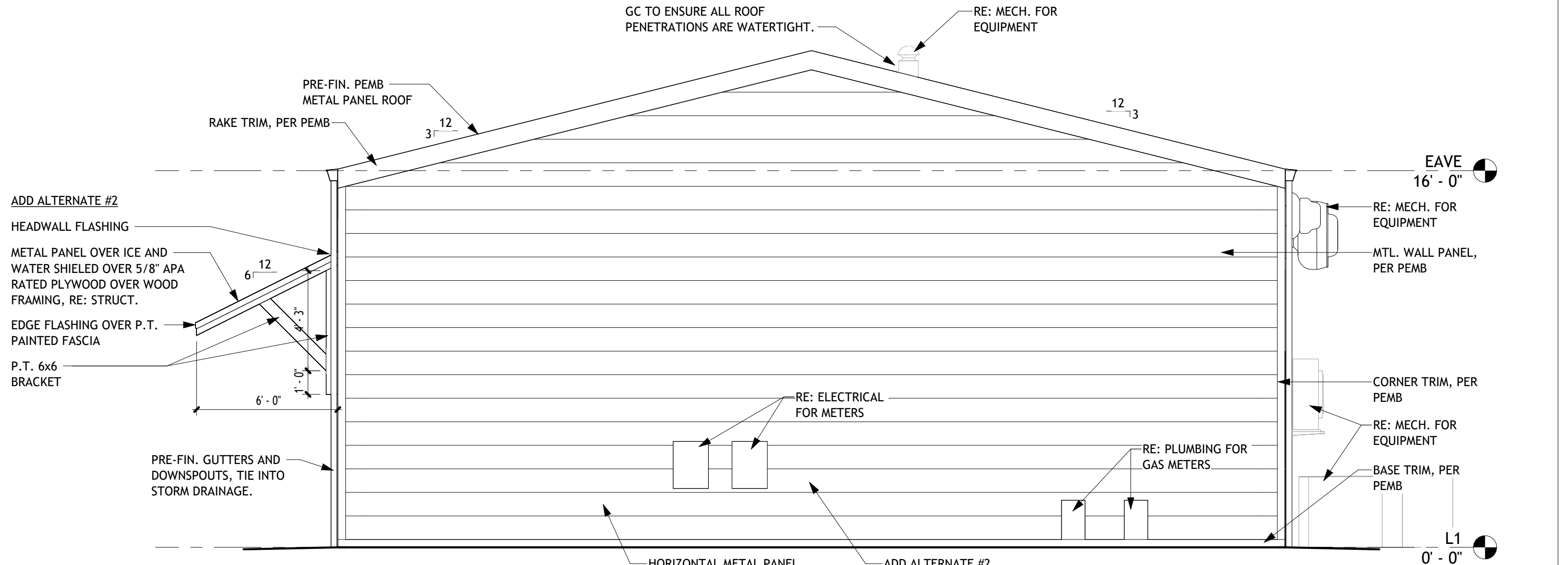


1 East Architectural Building Elevation
1/4" = 1'-0"



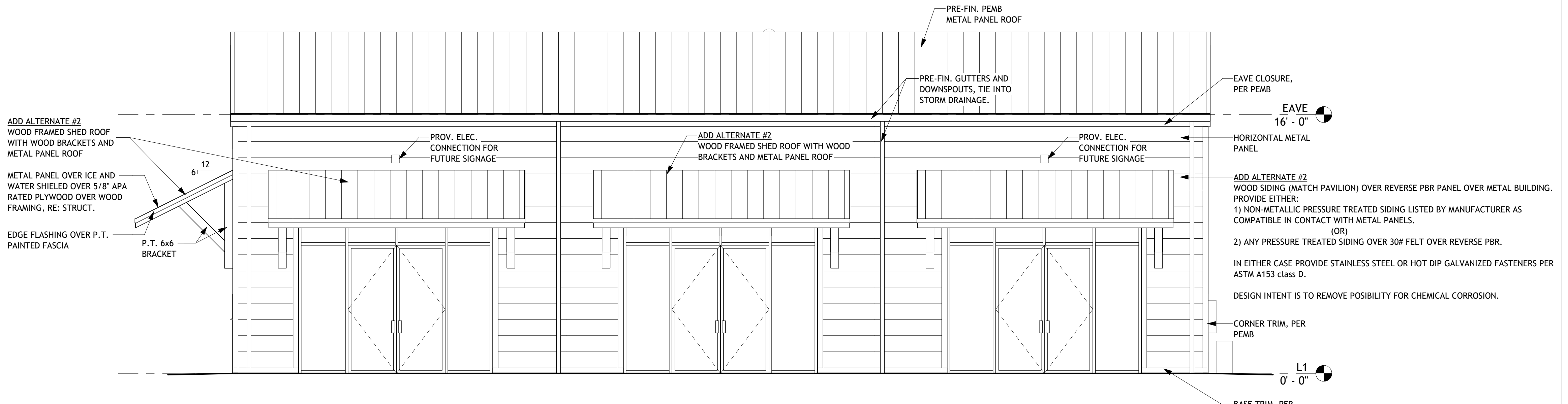
2 North Architectural Building Elevation
1/4" = 1'-0"

ADD ALTERNATE #2
WOOD SIDING (MATCH PAVILION) OVER REVERSE PBR PANEL OVER METAL BUILDING.
PROVIDE EITHER:
1) NON-METALLIC PRESSURE TREATED SIDING LISTED BY MANUFACTURER AS COMPATIBLE IN CONTACT WITH METAL PANELS.
(OR)
2) ANY PRESSURE TREATED SIDING OVER 30# FELT OVER REVERSE PBR.
IN EITHER CASE PROVIDE STAINLESS STEEL OR HOT DIP GALVANIZED FASTENERS PER ASTM A153 class D.
DESIGN INTENT IS TO REMOVE POSSIBILITY FOR CHEMICAL CORROSION.



3 South Architectural Building Elevation
1/4" = 1'-0"

ADD ALTERNATE #2
WOOD SIDING (MATCH PAVILION) OVER REVERSE PBR PANEL OVER METAL BUILDING.
PROVIDE EITHER:
1) NON-METALLIC PRESSURE TREATED SIDING LISTED BY MANUFACTURER AS COMPATIBLE IN CONTACT WITH METAL PANELS.
(OR)
2) ANY PRESSURE TREATED SIDING OVER 30# FELT OVER REVERSE PBR.
IN EITHER CASE PROVIDE STAINLESS STEEL OR HOT DIP GALVANIZED FASTENERS PER ASTM A153 class D.
DESIGN INTENT IS TO REMOVE POSSIBILITY FOR CHEMICAL CORROSION.



4 West Architectural Building Elevation
1/4" = 1'-0"

A NEW COMMERCIAL KITCHEN
FOR
FOLEY FARMER'S MARKET
FOLEY, ALABAMA

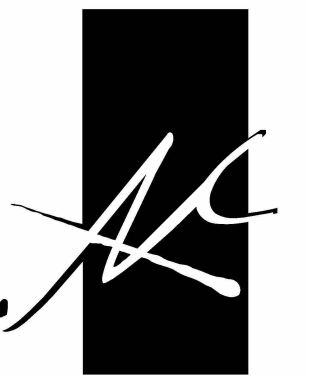
JOB NO.:
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REVISION:

SCALE: NA

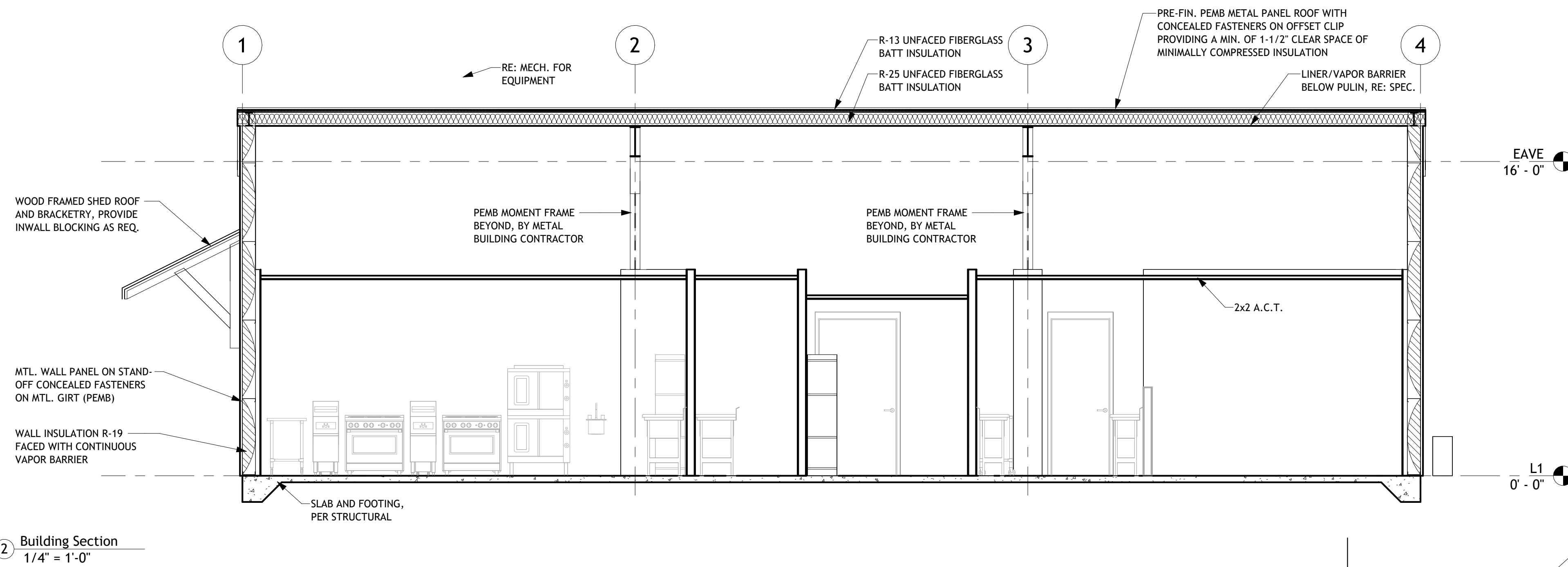
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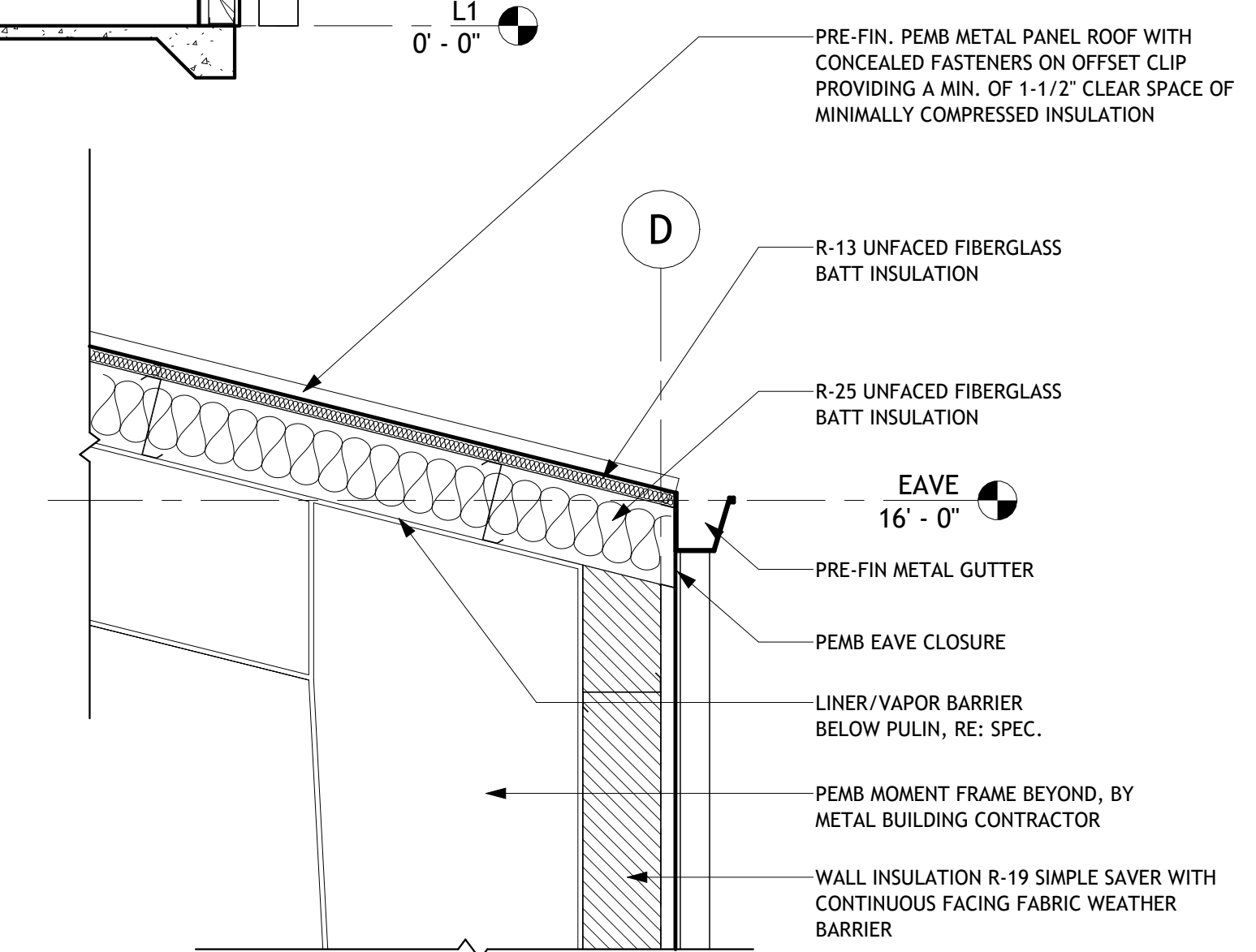
EXTERIOR ELEVATIONS



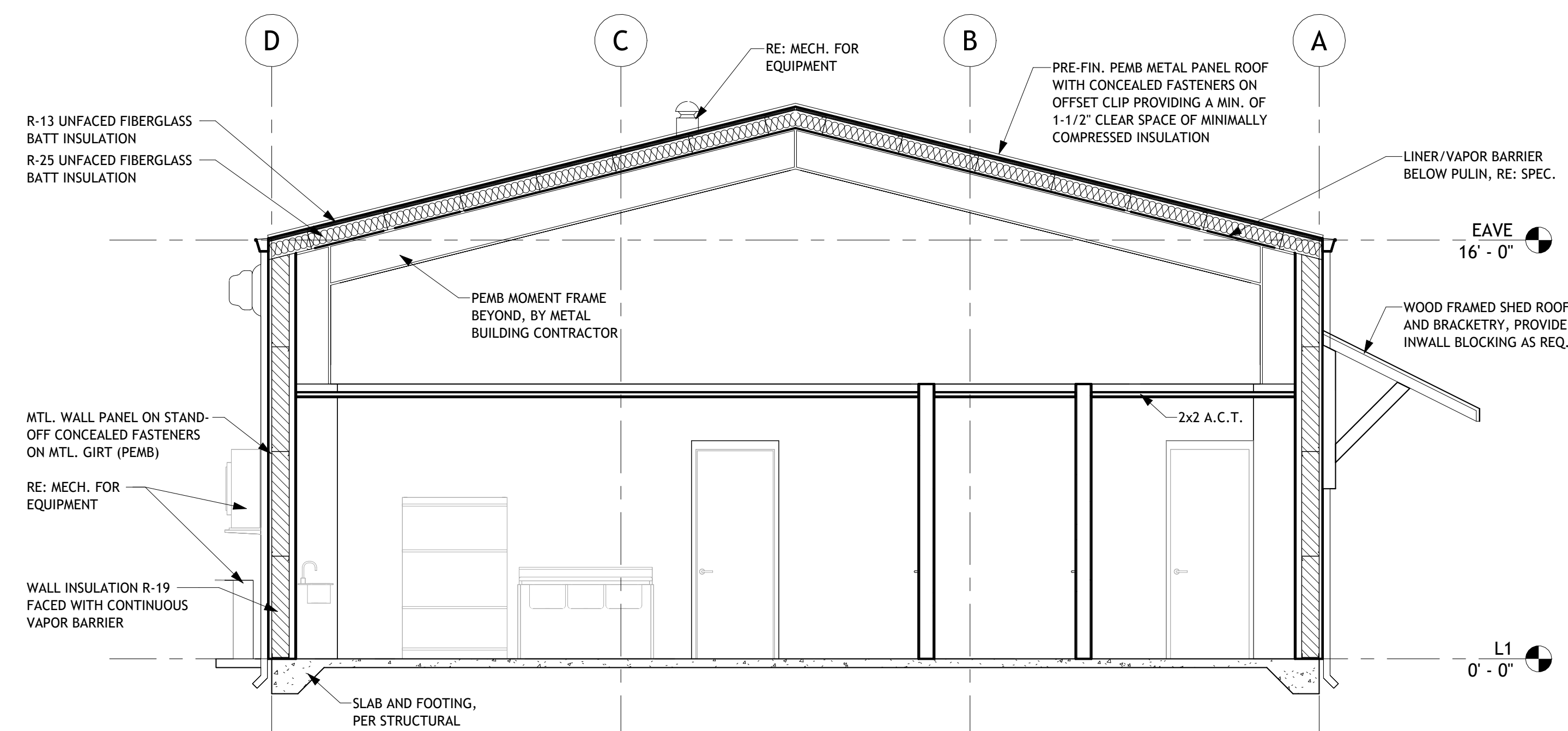
**McCough
ARCHITECTURE, INC.**
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



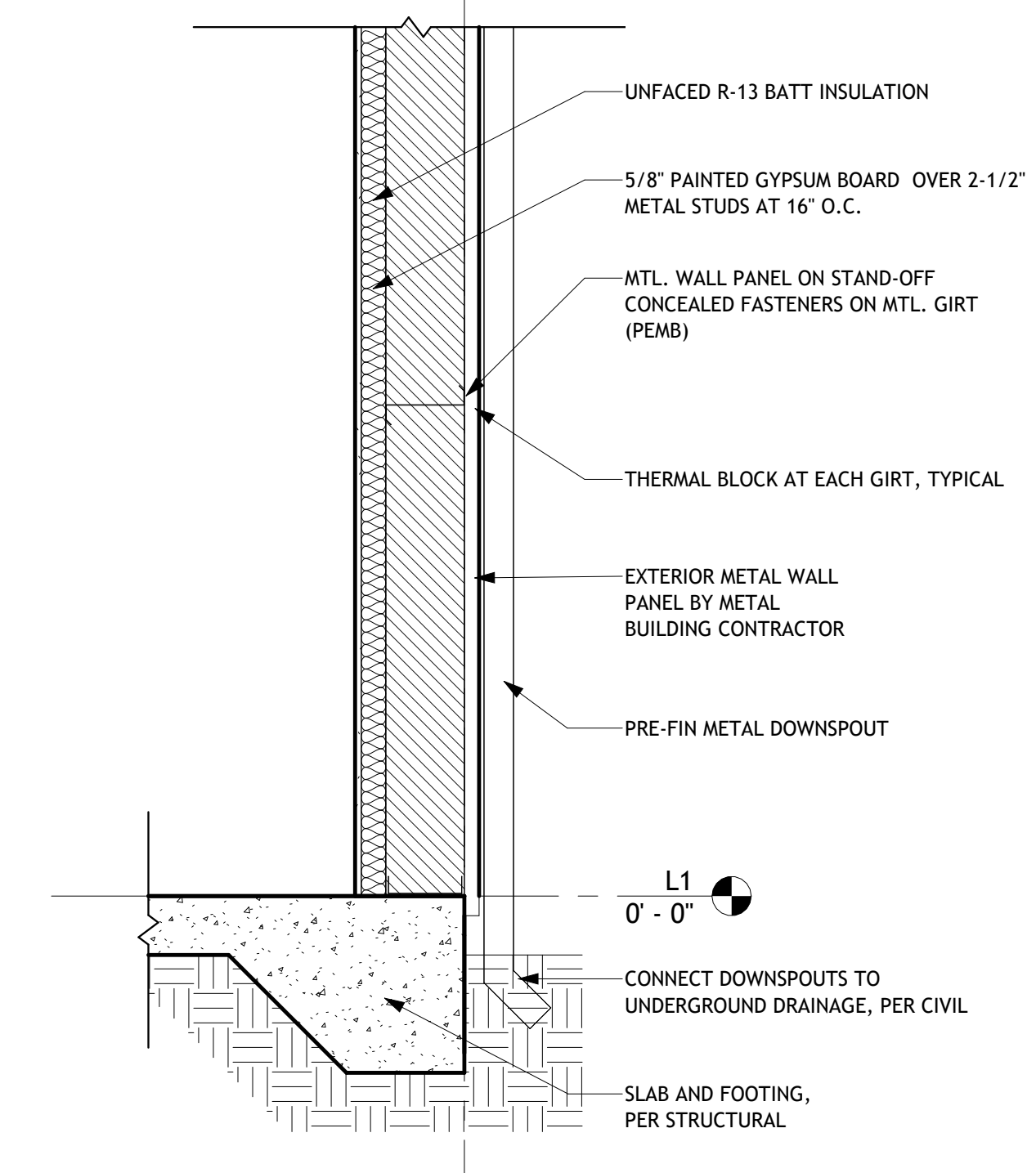
2 Building Section
1/4" = 1'-0"



1 TYPICAL WALL SECTION
3/4" = 1'-0"



3 Building Section
1/4" = 1'-0"



A NEW COMMERCIAL KITCHEN
FOR
FOLEY FARMER'S MARKET
FOLEY, ALABAMA

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REVISION:

SCALE: NA

SHEET NO.:

A4.1

SECTIONS