



January 29, 2024 – Rev 2

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 build a new Commercial Kitchen building at the Foley Farmer's Market. We are excited about the opportunity to work with you and assure you that we can achieve your goals effectively. This proposal includes architectural, structural, mechanical, electrical, plumbing, civil, surveying and limited geotechnical engineering services for the project. 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:

- 2,500 S.F. P.E.M.B. Building
- Kitchen Equipment and layout to be specified by Kitchen Consultant and included in Bid
- Based on attached.

B. Estimated Construction Cost:

Based on the information provided, the estimated cost of construction for the building (only) is approximately \$500,000.00 (cost of construction based on City analyses) with the breakdown as follows:

Heated/Cooled Area (+/- 2,500 s.f. @ \$200.00/s.f): \$ 500,000.00

**Please note the costs of construction can change at any moment in our current climate. This is an approximate cost but should be verified by a builder throughout the design process to make sure you are within your desired budget. We are not liable for changes in construction escalation. The above price only includes the building and does not reflect sitework.*

C. Architectural, Surveying, Geotechnical and Civil Engineering Compensation

Based on the above scope of work, our fee for this work will be a **lump-sum \$67,300.00** which includes **a NTE \$7,500.00** (hourly based on below) for Civil meeting and revisions. The above fee is to be broken down in the following Phases of Work:

D. Architectural Services

McCullough Architecture agrees to provide architectural, mechanical, electrical, plumbing and structural engineering design and construction documents based on the objectives outlined above. The architectural, mechanical, electrical, plumbing and structural engineering fee for this is to be broken down in the following Phases of Work:

- **Architectural Schematic Design (Lump-sum \$6,750.00) – 20 days:**
Pending satisfactory completion of the Schematic Design and upon notification of the Owner, the Owner may authorize the Architect to proceed with full Schematic Design based on the objectives outlined above. This work shall include sketches of the following: Site Plan (general layout of the building on the lot including location of rooms and areas relating to site-specific issues/existing improvements and constraints), Floor Plan Layout, and selected Exterior Elevations.
- **Architectural Design Development (Lump-sum \$6,750.00)- 30 days:**
Pending satisfactory completion of the Schematic Design and upon notification of the Owner, the Owner may authorize the Architect to proceed with Design Development. Design Development drawings shall incorporate the changes/modifications resulting from the Schematic Design Phase of work and include CAD Drawings of the Site Plan, Floor Plan, and Exterior Elevations.
- **Architectural Construction Documents (Lump-sum \$13,500.00) – Approx. 6-8 weeks depending on structural:**
Pending satisfactory completion of Design Development and upon notification of the Owner, the Owner may authorize the Architect to proceed with Permit 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. Construction Documents will include specifications.
- **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. Civil Engineering/Surveying/Geotechnical Services and Compensation:

Sawgrass Consulting, LLC agrees to provide civil design, surveying, geotechnical report and construction documents based on the objectives outlined above. The Civil Engineer/Geotechnical/Surveyor's fee for this is to be broken down in the following Phases of Work:

Topographic Survey (Lot 2, Foley Farmers Market – Resub of Parcel 1): (Lump-sum \$1500.00)

Civil Site Plan: (Lump-sum \$15,500.00)

- Grading/Drainage Plan
- Utility Plan
- Geometry Plan
- Erosion Control Plan
- Construction Details

Civil Construction Engineering & Inspection: (Lump-sum \$7,500.00)

Civil Meeting, Comments & Revisions – HOURLY: (Estimated Not To Exceed \$7,500.00)

Meetings/Comments/Revisions include but are not limited to:

- Comments and requested revisions from the Client.
- Client/Consultant meetings
- Meeting with Permitting Authorities
- Meeting with Planning/Commission/County Commission/City Council, etc.
- Comments and requests from the Architect and/or Consultant

Geotechnical Soils Report:

(Lump-sum \$3,500.00)

Geotechnical Construction Testing:

(Lump-sum TBD)

F. 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.



1.29.2024

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.



