



EDT – THA ARCHITECTURE, LLC

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October 11, 2021

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

**Re: Fee Proposal for City of Foley – Public Library
Foley, Alabama**

Dear Mayor Hellmich,

EDT-THA Architecture, LLC. (EDT-THA) is pleased to submit this fee proposal for Architecture Services in connection with the preliminary design of the Public Library for the City of Foley. An outline of the project scope and services is stated below.

DESIGN SERVICES

- EDT-THA Architecture will provide the following services for the City of Foley located in Foley, Alabama:
- Architectural:
 - Concept Plans (Architectural Site plan and Floor Plan of each building level)
 - Exterior Elevations of Primary building façades
 - 2 Concept Renderings of Public Library Building
 - Preliminary Construction Estimate

ASSUMPTIONS

- Changes that are not included in the scope will be billed hourly.
- 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.
- Property line locations and any Easements within the property will be provided by the City of Foley from previous boundary survey.
- Engineering fees are not included in this scope, but can be provided for an additional fee.

FEE SUMMARY

EDT-THA and approved consultants will perform Design Services for a **Fixed Fee** of **\$500.00**.

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.

SCHEDULE

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

Should you find our proposal acceptable, please sign at the bottom and return to us. We will begin the project upon your issuance of a Notice-to-Proceed for Design Services. 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.

Owner **(Signature)** **Date**

Ralph Hellmich, Mayor
Printed Name and Title

ARCHITECT (Signature) **Date**
EDT-THA Architecture

Jennifer Thorington-Hines, CEO & Principal Architect
Printed Name and Title

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.