

MEMORANDUM

DATE: August 6, 2019

TO: Ken Grimes, City Administrator

City of Orange Beach

FROM: Jim Hartsell, Davis Architects

CC: Renee Eberly, City of Orange Beach

Sted McCollough, McCollough Architecture

Neil Davis / Julee Potter / Rachel Isbell, Davis Architects

RE: A/E Fee Proposal

Orange Beach = Renovations to Baseball/Softball Complex

Orange Beach, AL

Davis Architects Project #3916/P1.1

Ken,

We are pleased to present the following proposal for design services associated with the proposed Renovations to the Baseball/Softball Complex for the City of Orange Beach, Alabama. It is our understanding that the tentative budget for this project is approximately \$1,500,000. With this in mind, our proposal for this work is as follows:

Scope of Work

- Schematic Design
- Design Development
- Construction Documents
- Bidding & Negotiation
- Construction Administration

Project Team

Design Architect & Architect of Record – Davis Architects Associate Architect – McCollough Architecture Civil Engineer – Sawgrass Consulting Structural Engineer – MBA Engineers MEP & FP Engineer – Gulf State Engineering

Specialty Consultants

Geotechnical Engineer- Geocon



Davis Architects' Team

Jim Hartsell – Principal-in-charge Neil Davis – Project Designer Stephanie Pope – Project Manager CJ Brennan – Project Architect Jeff Menasco – Staff Designer

Architectural / Engineering Fee

Not-to-Exceed fee amount of \$109,500 (Basic Services \$106,500 & Reimbursable Expenses \$3,000).

- Basic Design Services:
 - The Basic Fee for each project shall be determined by the Alabama Building Commission's Schedule of Basic Fee Rate for Building Group III based upon the Cost of Work.

For example, the Architect's Compensation for a Project classified as Building Group III with a Cost of the Work of \$1,500,000 shall be \$106,500 (\$1,500,000 times 7.1% equals \$106,500).

Reimbursable Expenses: \$3,000

*Note: If construction cost increases A/E Fee would need to be equitably adjusted.

Specialty Services (Not included in Not-to-Exceed Fee)

Geotechnical Engineer Geocon

Additional Services

Per attached Hourly Rate Schedule.

Owner / Architect Agreement Reference

AIA Document B101-2007, Standard Form of Agreement between Owner and Architect (this is included in the fee proposal).

Project Invoicing

Invoices shall be issued monthly (based upon percentage of work complete), with payment due within 30 days.

DAVIS

	Thanks agai	in for allowing Davis i	Architects, Inc. ti	ne opportunity to	be considered fo	r this work
	Yours Truly,					
*	Jim Hartsell Vice Preside		\			
	Accepted:					
		Signature		Date		

DAVIS

DAVIS ARCHITECTS, INC. HOURLY RATE SCHEDULE January 2, 2019

Senior Principal	\$225.00
Principal	\$175.00
Senior Associate	\$145.00
Associate	\$130.00
Senior Architect	\$125.00
Architect	\$110.00
Construction Administration	\$100.00
Project Coordinator	\$90.00
Interior Designer	\$80.00
Intern Architect / Interior Designer	\$75.00
Graphics	\$70.00
Administrative	\$60.00

NOTE: Hourly rates may be adjusted annually in accordance with normal salary review practices.







COMMISSION MEMBERS

TECHNICAL STAFF

STATE BUILDING CODE

PLAN SUBMITTAL REQUIREMENTS

STANDARD CONTRACTS AND DOCUMENTS

REQUIREMENTS FOR PROJECT TYPES

ADMINISTRATIVE RULES

MANUAL

REQUEST FOR A/E PROPOSALS

MANUAL OF PROCEDURES

Building Commission Bulletins

FORMS

HOME INSPECTION

CHAPTER 4

SUPPLEMENT DETERMINATION OF BASIC FEE OR BASIC FEE RATE FOR DESIGN PROFESSIONAL SERVICES

A. MAXIMUM BASIC FEE

The Basic Fee shall be based upon the budgeted cost of the planned work stipulated in the O/A Agreement, but shall not be higher than a fee as determined by the "Schedule of Basic Fee Rates" below. A higher Basic Fee may be paid only if approved by the Director. A Basic Fee determined by the schedule may be adjusted without the Director's approval for Major Renovation as defined in Section D of this Supplement. Lower Basic Fees may be negotiated without the Director's approval when appropriate considering project size, cost, scope, repetition, etc.

If the Basic Fee is to be a percentage rate applied to the cost of the work, the percentage rate shall not be higher than the applicable rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable. If the Basic Fee is to be a fixed, lump sum amount, that amount shall not be greater than the amount that is the product of multiplying the budgeted cost of the work by the applicable percentage rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable.

B. SCHEDULE OF BASIC FEE RATES

FEE IN PERCENTAGE						
BUILDING GROUP						
-	II	Ш	IV	V		
8.0	9.0	10.0	11.0	12.0		
7.0	8.0	9.0	10.	11.0		
6.0	7.0	8.	9.0	10.0		
5.9	6.9	7.9	8.9	9.9		
5.8	6.8	7.8	8.8	9.8		
5.7	6.7	7.7	8.7	9.7		
	8.0 7.0 6.0 5.9 5.8	BUILI I II 8.0 9.0 7.0 8.0 6.0 7.0 5.9 6.9 5.8 6.8	BUILDING (I II III 8.0 9.0 10.0 7.0 8.0 9.0 6.0 7.0 8. 5.9 6.9 7.9 5.8 6.8 7.8	BUILDING GROUND I II III IV 8.0 9.0 10.0 11.0 7.0 8.0 9.0 10. 6.0 7.0 8. 9.0 5.9 6.9 7.9 8.9 5.8 6.8 7.8 8.8		

600,001 to 700,000	5.6	6.6	7.6	8.6	9.6
700,001 to 800,000	5.5	6.5	7.5	8.5	9.5
800,001 to 900,000	5.4	6.4	7.4	8.4	9.4
900,001 to 1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001 to 1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001 to 1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001 to 1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001 to 2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001 to 2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001 to 3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001 to 3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001 to 4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001 to 5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001 to 6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001 to 8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001 to 10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001 to 12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001 to 14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001 to 16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001 to 18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001 to 20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001 to 22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001 to 24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001 to 27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001 to 30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001 to 33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001 to 36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001 to 39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001 to 42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001 to 46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001 to 50,000,000	2.6	3.6	4.6	5.6	6.6

Advertisement for A/E Page 3 of 4

50,000,001 to and over 2.5 3.5 4.5 5.5 6.5

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Group V: Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

C. <u>APPLICATION OF BASIC FEE RATE</u>

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate 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 project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement 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 rate if the change is requested by the Awarding Authority and the change requires additional design, administrative, consultant, or other services not contemplated in the agreement.

- 2. Unless otherwise stipulated in the agreement, the Basic Fee rate 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 rate shall be subject to adjustment.
- 3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be stipulated in the agreement.
- **4.** If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.
- 5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

D. <u>ADJUSTMENT FOR MAJOR RENOVATION</u>

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority to the design professional may minimize or eliminate the need for this adjustment. In general, re-roofing projects are not to be considered as major renovations.

OP ID: LO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER				CONTA NAME:	СТ				
ALABAMA INSURANCE EXCHANGE 2032 VALLEYDALE ROAD				PHONE (A/C, No			FAX (A/C, No):		
BIRMINGHAM, AL 35244				E-MAIL			, (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
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INSURED DAVIS ARCHITECTS, INC	•						DING COVERAGE		NAIC#
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BIRMINGHAM, AL 35233				INSURE	RB:				
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				INSURE	RD:				
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THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH INSR	EQUIR PERT	REMEN AIN, 1 CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO	O ALL	WHICH THIS
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							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
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NON-OWNED AUTOS								\$	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights t					equire an endorsement. A st	atement or		
RODUCER			CONTACT NAME:					
6 :			PHONE (A/C, No, Ext); (844) 3 E-MAIL	87-3240	FAX (A/C, No): 877-	826-9067		
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	20WECAN8790	4/1/2019	4/1/2020	E.L. EACH ACCIDENT \$ 1,000	0,000		
(Mandatory in NH)				11/10-1-1	E.L. DISEASE - EA EMPLOYEE \$ 1,000	0,000		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,00	0,000		
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SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD 101, Additional Remarks Schedu	ile, may be attached if mor	e space is requir	ed)			
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ertificate Holder is named as Additional In nould any of the above described policies					or to mail 30 days written notice	(10 days		
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City of Orange Beach			THE EXPIRATION ACCORDANCE WI		EREOF, NOTICE WILL BE DE BY PROVISIONS.	LIVEKED I		
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Orange Beach, AL 36561			AUTHORIZED REPRESENTATIVE					