



Date: 6-10-22

PROPOSAL FOR SERVICES

Owner: City of Smyrna
Parks and Recreation Department

Attention: Richard Garland, Parks and Recreation Director

Project: Nature Center Site and Potential Other Use Plan Study

SCOPE OF SERVICES:

Pursuant to your recent request for proposal, Foley Design proposes to provide conceptual for a 14.02 acre site located at parcel number 17061300020 on Oakdale Road, Smyrna, GA .

The development will consist of a Nature Center and potential other uses for the property.

This scope of work is limited to basic conceptual site planning to assess the feasibility of the undeveloped property in terms of program element location and grading evaluation.

Building information shown on the site will be limited to footprint location.

Site improvements indicated will consist of roads, sidewalks, paths, terraces, and patio areas associated with the building.

DELIVERABLES:

1. Feasibility Study
 - a. Preliminary Site Plans - Site plan studies for review and comment to help further develop the final product.
 - b. Rendered Final Site Plan- Site Plan with all review comments implemented. 24x36 rendering mounted on board for presentation.
 - c. Character Collage- 24x36 collage mounted on board for presentation.

FEE & SCHEDULE: Design fee to be paid on a monthly basis based on a percentage of the work complete. The fees to provide the above referenced services shall be as follows:

The scope of work shall be a lump sum fee of \$14,000.00.

REIMBURSABLE EXPENSES:

Expenses are in addition to the fees above and billed at direct cost plus 10%. Expenses include travel, express mail, deliveries, reproduction and large format drawing plotting costs. Miscellaneous expenses such as routine long-distance telephone calls and photo copying are not considered reimbursable expenses.

SERVICES NOT INCLUDED:

Architectural, MEP Engineering, Structural Engineering, Landscape Design, Hardscape Design, Civil Engineering, Surveys, Geotechnical Engineering, Environmental and Soils Testing, Low Voltage Electrical Systems (including voice, data, and security), Access Control Design, Audio/Visual Design, Swimming Pool Design, Kitchen Design, Commercial Laundry Design, Green Building Certification or Post Design Documentation, Furnishings Procurement, Expediting and procuring of permits, or nurse call systems.

AGREEMENT:

The letter of proposed agreement and the attached Exhibit A, Terms and Conditions, constitutes the entire agreement between the parties and shall remain in effect until terminated, modified or changed in whole or part by both parties pursuant to subsequent written agreement(s) signed by both parties.

Prepared by:

Bryce Jennings

Foley Design sincerely appreciates the opportunity to work with you on this project. Please feel free to call if you have any questions or need additional information concerning this proposal.

Please sign below indicating your acceptance of the proposal. Only phases initialed under Fee category above shall be included in the scope of work.

Bryce Jennings, AIA, NCARB
Vice President
Foley Design

Mayor Derek Norton
Mayor-City of Smyrna

Richard Garland
Director of Parks and
Recreation

EXHIBIT A

TERMS AND CONDITIONS

Invoicing/Payments The client agrees that the architect has the right to suspend or terminate service if undisputed charges are not paid within 45 days of the date of the architect's invoice, and client agrees to waive any claim against the architect and to indemnify, defend, and hold the architect harmless from and against any claims arising from the architect's suspension or termination due to the client's failure to provide timely payment. The client recognizes that any charges not paid within 30 days of the date of the architect's invoice are subject to a late fee payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to the architects' attention within ten days of receipt of the architect's invoice, and the client and the architect shall work together in good faith to resolve their differences. If the client and the architect are unable to resolve their differences within 25 days, the architect shall have the right to suspend or terminate service.

Risk Allocations In recognition of the relative risks, rewards and benefits of the project to both the client and the architect, the risks have been allocated so that the client agrees that, to the fullest extent permitted by the law, the architect's total liability to the client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of the architect's fee. Such causes, include, but are not limited to the architect's negligence, errors, omissions, or breach of contract.

Indemnifications The client shall indemnify and hold harmless the architect and all of his personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except the architect) or anyone for whose acts any of the may be liable.

Terminations of Service The agreement may be terminated upon 10 days written notice by either party should the one or the other fail to perform his obligation hereunder. In the event of terminations, the client shall pay the architect for all services, rendered to the date of terminations, all reimbursable expenses, and reimbursable termination expenses.

Ownership of the Documents All documents produced by the Architect under this agreement, including but not limited to drawings and specifications, shall remain the property of the architect and may not be reused by the client for any other endeavor without the written consent of the architect.

Dispute Resolution Any unresolved claim or dispute between the client and the architect shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). The agreement shall be governed by the laws of the principal place of business of the architect.