



December 13, 2021

Mr. Lamar Hobbs
Bay County Transit
920 Wilson Ave.
Panama City, Florida 32401

Project: Bus Wash
 Bay County Transit
 Panama City, Florida

Dear Lamar:

Please find attached the lump sum fee proposal breakdown for the Architectural and Engineering services you have requested for the above referenced project as previously discussed.

The scope will be design, bidding, and construction administration of the construction of a new bus wash facility to house an automatic bus wash machine and climate-controlled storage of washing/cleaning materials.

Civil, Mechanical, Electrical and Plumbing, and Structural Engineering are included in the scope.

Please call me if you have any questions or comments concerning the proposed scope of work or this proposal. Thank you for your consideration of our firm.

A handwritten signature in blue ink, appearing to read 'J. J. Scott', with a long horizontal line extending to the right.

J. J. Scott, AIA, LEED AP BD+C
President/Principal Architect

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Fee Proposal Breakdown
- Exhibit D – Proposed Tentative Schedule
- Exhibit E – Agreement/ Signature Page

ARCHITECTURE - INTERIOR DESIGN - BUILDING ENVELOPE

EXHIBIT A – Scope of Services

A1. GENERAL

- a. Scope of Work
 - i. Design to include discussed design including a new bus wash facility to house an automatic bus wash machine and climate-controlled storage of washing/ cleaning materials.
- b. Coordination
 - i. Coordinate the Architectural and Engineering drawings and specifications with existing conditions.
- c. Architectural Basic Services
 - i. Field Verification and Documentation of Existing Conditions
 - ii. Meetings with Client and User Agency for coordination
 - iii. Drawings and Specifications
- d. Mechanical, Electrical, and Plumbing Engineering Basic Services
 - i. Provide Construction Documents for MEP Services for the building. Services will be based on the coordination required with the attached InterClean Equipment design intent drawings.
 - ii. Structured Cabling for the project is not anticipated and not included in the fee.
 - iii. Fire Protection: Fire protection services are not anticipated and not included in the fee.
 - iv. Construction Administration is included as part of the fee. It consists of the following:
 - 1. Responses to City AHJ Comments.
 - 2. Contractor Submittal Review.
 - 3. Construction site visit. (1 Site Visit)
 - 4. Final Completion site visit. (1 Site Visit)
- e. Structural Engineering
 - i. Design Phase Services:
 - 1. Provide the technical criteria to prepare the geotechnical testing RFP.
 - 2. Evaluate the geotechnical report (provided by others) and provide a foundation design based on the geotechnical engineer's recommendations.
 - 3. Provide structural plans including the foundation, floor and roof framing plans and structural details.
 - 4. Provide specifications, in Word format, for structural materials and procedures. Specifications will be KME standard specifications formatted using footer and header information provided by MLD.
 - 5. Respond to comments from the permitting agencies and modification of the plans as required (Submittal of the documents and coordination of permitting issues shall be by others). Coordinate plans with architectural and other disciplines.

- ii. Construction Administration Services:
 1. Respond to questions from contractors.
 2. Revise the structural drawings/specifications and prepare addendums as necessary.
 3. Review structural shop drawings.
 4. Respond to Requests for Information (RFI) from Contractor and provide clarifications as required.
 5. Complete 2 construction phase site inspections and prepare a report outlining the observed deficiencies.
- f. Additional Services
 - i. Printing, Copy, Photos, Etc.
 - ii. Travel and Site Visit Expenses
 - iii. Civil Engineering Services
 1. Preliminary Engineering – client consultations, refinement of the preliminary site plan, and pre-application meeting with Panama City staff.
 2. Existing Conditions Survey – includes location topography, protected trees (if any), improvements, and utilities (underground utility locates to be done by others is outside of this scope) in the vicinity of the building addition area. This assumes that the client can provide a signed/sealed copy of the most recent boundary survey if required by the City of Panama City.
 3. Development Order Application including civil construction plans
 4. Response to Development Order comments
 5. Permit fees, prints, and other reimbursable costs are not included in the professional fees. Any cost or reimbursable expense will be invoiced in addition to the above fees. Items not mentioned above, such as, but not limited to, construction staking, structural engineering, biologist's services, underground utility locates, offsite utility design, traffic impact analysis, design of ROW improvements, lift station design, construction phase services and as-built surveys are not included in this proposal.
- g. Deliverables
 - i. Schematic Design (25% Submittal)
 - ii. Design Development (50% Submittal)
 - iii. Contract Documents (100% submittal)
 1. Two prints and an electronic copy of the submittal will be provided. Electronic format will be in portable document format (pdf)

A2. PERMITTING

- a. Two sets signed and sealed construction documents and specifications required for permitting. Awarded contractor shall submit documents to permitting authorities as required.

A3. BIDDING

- a. Attend pre-bid meeting, issue addendum as necessary.
- b. Attend bid opening.
- c. Review bid tabs and make recommendation to Client.

A4. CONSTRUCTION ADMINISTRATION

- a. Attend Preconstruction Conference
- b. Shop drawing and product review of work associated with construction documents.
- c. Periodic site visits including substantial and final inspection.
- d. Review of close out documents.

A5. EXCLUSIONS

- a. Specialty Consultants, Conservators and Engineering not listed above
- b. Environmental Engineering
- c. Hazardous Material Abatement and Monitoring
- d. Biological Investigation
- e. Soil Borings
- f. Geotechnical Engineering
- g. Fire Protection
- h. Security
- i. Access Control
- j. Fire Alarm
- k. Photovoltaic Systems
- l. LEED Certification
- m. As-Builts
- n. Advertising for Bidders
- o. Site Lighting
- p. Equipment rental for site investigation or site visits
- q. If problem soils are discovered at the project site, special foundation design may be provided at an additional fee.
- r. Permitting submission and fees shall be by others.
- s. Cost Estimates are not included in this scope of services.
- t. Exhaustive (prolonged) construction or project management services and meetings.
- u. Commissioning services.
- v. Building/service (BIM) modeling services.
- w. Life Cycle Costs Analysis of any kind.
- x. Plumbing Engineering outside that indicated above.
- y. Electrical Engineering outside that indicated above.
- z. Mechanical (HVAC) Engineering outside that indicated above.
- aa. Multiple design submittals are not included. A single design submittal is included, only.
- bb. Structure cabling.

EXHIBIT B – Compensation

B.1 PRELIMINARY BUDGET ESTIMATE

- a. The Preliminary Budget Estimate for the scope of work described above is estimated as follows: 1,000,000.00 (Provided by owner)

B.2 PROPOSED FEE

- a. The proposed fee is as follows:
- | | |
|---|--------------------|
| i. Architectural/ Engineering Basic Services | \$67,510.00 |
| ii. <u>Architectural/ Engineering Additional Services</u> | <u>\$31,840.00</u> |
| iii. Total A/E Services | \$99,350.00 |
- b. The proposed fee is derived from the standard billing rates listed below.

B.3 PAYMENT SCHEDULE

- a. The compensation shall be payable at the following intervals.

Proposed Payment Schedule	
Task	Cost
Field Investigation	\$19,870
Schematic Design	\$11,922
Submit 50%	\$12,916
Construction Documents Submittal	\$13,909
Bid / Negotiation	\$10,929
Construction Admin.	\$29,805
TOTAL	\$99,350

The Construction Administration will be billed monthly according to Contractor's % of completion. Additional Services and Reimbursable expenses will be billed as used.

B.4 STANDARD BILLING RATES

Principal	\$155.00/hr.	Registered Architect	\$120.00/hr.
Registered Interior Designer	\$110.00/hr.	Intern Architect	\$90.00/hr.
CAD Technician	\$50.00/hr.	Clerical	\$45.00/hr.

B.5 REIMBURSABLES beyond that includes (Site Visit Per Trip Cost, Printing / Copying requested supplemental services by consultants) a reimbursable factor of 1.15

B.6 LATE PAYMENTS

- a. Payments are due upon receipt of invoice. Payments due and unpaid sixty (60) days after date of invoice shall bear interest of 5% and likewise every additional thirty (30) days thereafter, until full payment of invoice and accrued interest has been received.

B.7 SITE VISITS AND MEETINGS ANTICIPATED

- a. Field Verification
 - 1) J.J. Scott (1)
 - b. 25% Review Meeting
 - 1) J.J. Scott or Lendl Hodge (via Microsoft Teams)
 - c. 50% Review Meeting
 - 1) J.J. Scott or Lendl Hodge (via Microsoft Teams)
 - d. 100% Review Meeting
 - 1) J.J. Scott or Lendl Hodge (via Microsoft Teams)
 - e. Pre Bid Meeting
 - 1) J.J. Scott, Tabitha Rudd or Aaron White (1)
 - f. Bid Opening
 - 1) Tabitha Rudd or Aaron White (via Microsoft Teams)
 - g. Preconstruction Meeting
 - 1) J.J. Scott, Tabitha Rudd or Aaron White (1)
 - h. Construction Administration
 - 1) Tabitha Rudd or Aaron White (6)
 - i. Substantial Observation
 - 1) J.J. Scott, Tabitha Rudd or Aaron White (1)
 - j. Final Observation
 - 1) Tabitha Rudd or Aaron White (1)
- (9 C.A. trips total, including substantial and final inspections)

B.7 LIMITATION OF LIABILITY

- a. The Architect's Liability is limited to the amount of this contract.
- b. Pursuant to Section 558.0035, Florida Statutes, the parties understand and agree that the architect's employees or agents may not be sued or held individually liable for negligent performance of this agreement.
- c. **PLEASE SEE A COPY OF THE ENTIRE STATUTE BELOW**

558.0035 Design professionals; contractual limitation on liability.—

- (1) A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if:
- (a) The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant;
 - (b) The contract does not name as a party to the contract the individual employee or agent who will perform the professional services;
 - (c) The contract includes a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text, that, **pursuant to this section, an individual employee or agent may not be held individually liable for negligence;**
 - (d) The business entity maintains any professional liability insurance required under the contract; and
 - (e) Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.
- (2) As used in this section, the term “business entity” means any corporation, limited liability company, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in this state.

EXHIBIT C: Fee Proposal Breakdown

Date:	December 13, 2022
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PROJECT:	New Bus Wash Facility
LOCATION:	Bay County Transit Panama City, Florida

SCOPE OF SERVICES:	Prelim. Construction Estimate:
ON SITE INVESTIGATION, DEVELOPMENT OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, BIDDING AND NEGOTIATIONS AND CONSTRUCTION ADMINISTRATION.	\$1,000,000.00
	DMS Fee "C" Curve (Basic Serv.)
	\$88,993.00

ARCHITECTURAL SERVICES	Prin Arch	Reg Arch	Int Des	Intern Arch	CAD	Clerical	Total Hrs.
Proposal / Program Definition	1	1				1	3
Project Coordination / Administration	1	2	1	3	3	1	11
Field Investigation/ Documentation (1 visit)	1	2		2			5
As Built Conditions / Measured Drawings	1	3	2	4	5		15
Codes / Research / Investigation	2	4	2	6	3		17
Product/ Material/ Warranty Research	2	4	3	4	4		17
Schematic Design	5	10	6	16	16		53
25% Review Meeting (Teams)	1	2	1	2		2	8
50% Construction Documents	6	10	3	12	14		45
50% Review Meeting (Teams)	1	2	1	2		2	8
Construction Documents	5	10	5	14	16		50
Specifications	4	8	1	8	6	4	31
100% Review Meeting (Teams)	1	2	1	2		2	8
Document Reviews / Coordination	2	5	1	2	2	1	13
Pre-Bid Meeting/ Addendum (1 visit)	2	3	2	4	4	1	16
Bid Opening (Teams)	1	3	1	1			6
Contractor Scope Review/ Recommendation		2	1			3	6
Pre-Construction Conference (1 visit)	2	3				2	7
Shop Drawing Reviews	2	4	2	5	5	2	20
Field Inspections (6 Trips)	4	10	2	4	4	4	28
Reports / Coordination	1	5	3	2	2	4	17
Substantial Inspection / Punchlist (1 visit)	2	2				2	6
Final Inspection / Closeout (1 visit)	2	2	1	1	1	3	10
Totals	49	99	39	94	85	34	400

FEE SUMMARY	HR RATE		TOTAL PROJECT MAN HOURS					TOTALS
Architect / Principal	\$155.00	49						\$7,595
Registered Architect	\$120.00		99					\$11,880
Registered Interior Designer	\$110.00			39				\$4,290
Intern Architect	\$90.00				94			\$8,460
CAD Technician	\$50.00					85		\$4,250
Clerical Support	\$45.00						34	\$1,530

TOTAL LUMP SUM BASIC ARCHITECTURAL SERVICES	\$38,005
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Engineering Services	
Structural Engineering	\$9,700
Mechanical Electrical Plumbing and Fire Protection Engineering	\$19,805

TOTAL LUMP SUM ENGINEERING SERVICES	\$29,505
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Additional Services				
Travel/ Expenses/ Per Diem	\$840 /Site Visit	X	11 Visits	\$9,240
Misc. Printing / Copy / Photo				\$2,000
Civil Engineering				\$20,600

TOTAL LUMP SUM ADDITIONAL SERVICES	\$31,840
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TOTAL PROPOSED FEES	\$99,350
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EXHIBIT D: Proposed Tentative Schedule

Please review the schedule below for the approximate dates of completion for each phase of the scope of work. We will do the best we can on our end to finish the design documents per the proposed schedule below however, there are some things that are out of our hands that may/will affect the duration of the project. Those issues and circumstances include but are not limited to:

- Owner's chosen project delivery method. (Advertising and selection of low bid contractor vs Selection of a General Contractor or Construction Manager)
- Owner's review of documents
- Owner's availability for meetings/ site visits
- Owner's review and selection of materials/ finishes
- Changes in scope
- Permitting reviews
- Architectural/ Historic Board review
- Duration of Advertisement
- Duration of Bidding
- Possible Rebidding
- Owner's review of bids or low bid contractor references
- Contractor shop drawing submittals
- City or County inspections
- Contractor caused delays
- Concealed conditions
- Delays in delivery of materials/finishes/furnishings
- Lead times for materials/finishes/furnishings
- Excessive punchlist items
- Delays in completion of punchlist items
- Demobilization of contractor or subcontractor due to any number of factors
- Work during holidays
- Weather related delays/ Power Outages
- Delays associated with material/ finish manufacturer testing or inspections
- Owner required working hours/days limitations

Let us know if anything has changed and we will modify as necessary. The schedule below gives approximate durations and dates for the completion of the tasks and are subject to change due various unforeseen circumstances.

Task	Approximate Duration
Field Work	w/in 20 days of Authorization
25% Schematic Design Submittal	60 days after Field Work has taken place
25% Review Meeting	w/in 10 Days of 25% Submittal
50% Design Development Submittal	45 days after review comments received
50% Review Meeting	w/in 10 days of 50% Submittal
100% Submittal	45 days after 50% Review comments received
100% Review Meeting/ Approval	w/in 10 days of 100% Submittal
Permitting	60 days
Mobilization	30 Days
Start Construction/NTP	30 Days
Construction/ Substantial Completion	300 Days after N.T.P.
Final Completion	30 days after Substantial Completion

EXHIBIT E: Agreement/ Signature Page

The above cover letter and the attached exhibits are agreed upon and entered into as of the day and year written below as the date of acceptance.



MLD Architects, LLC:

J.J. Scott, AIA, LEED AP BD+C
President/Principal Architect
12/13/22

Bay County Transit:

Signature:

Printed Name:

Title:

Date: