

September 5<sup>th</sup>, 2024

Fabio van der Merwe, CHC  
Claratel Behavioral Health  
445 Winn Way, Decatur GA



**Re: Architectural Site Analysis and Preliminary Design for 2002 Glenfair and 3892 Glenwood Downs Lane Permanent Supportive Housing**

Dear Fabio:

It was a pleasure to meet with you to discuss your permanent supportive housing project. Per our conversation, please see the following proposal for design services.

The proposed project will look at a phased infill strategy for small-format permanent supportive housing. Our design assumptions include the following:

- A phasing strategy that allows each phase to be self-sufficient, but also part of a holistic site design
- Cottage Court approach for each phase
  - 16-22 units per court
  - 1-2 case worker spaces + outdoor amenity per court
  - Minimal parking

We will look at an overall site design that details a phase one layout with buildings, limited parking, sidewalks, and amenity spaces. A Master Plan Diagram will dash in general locations of potential future phases based upon a replication of the phase one design. This will help in understanding a general long-term potential housing yield for the site.



- **Client Strategy Meeting** - We will meet with your team to walk through our presentation on our Homelessness Housing Toolkit. We will coordinate high level goals for the project, and help prioritize specific units to include in the site design.
 **\$500**
  
- **Site Analysis** - We will provide a CAD-generated site plan that will identify site constraints, potential parking, potential building area and building layout. We will also determine initial zoning requirements and constraints as they are related to this site. Exterior patios, sidewalks and walkways will also be shown. Final deliverables include a master plan diagram and a Phase One color site plan in a pdf file.
 **\$3,200**
  
- **Client Coordination [OPTIONAL]**: We will refine or modify the site plans as requested by the client.
 **Hourly, Est.  
\$800-\$1,500**
  
- **Pitch Package Preparation** - We will meet pull together a pitch package for the project that includes the site study, selections of graphics/pages from our Homelessness Toolkit, and selected unit plans and elevations.
 **\$1,000**

**Total Fees** ..... **\$4,700-\$6,200**

## Hourly Services

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Kronberg Urbanists + Architects will provide services listed above at our hourly rates listed below. We will confirm all requests for additional services beyond estimates listed above in writing before proceeding with such work.

Our hourly rates are as follows:

Principal.....	\$300/hr
Senior Urban Designer.....	\$235/hr
Senior Project Manager .....	\$195/hr
Project Manager .....	\$155/hr
Associate II .....	\$130/hr
Associate I.....	\$110/hr

Direct costs will be incurred which are attributable to the work on this project. These costs will be billed at 1.15 times actual cost. Direct costs include mileage, printing, postage, deliveries, transportation, meals and lodging

If acceptable, please sign and return one copy of this proposal to our office. No retainer is required. Receipt of this signed proposal will serve as our authorization to proceed.

We will be able to complete this work within 2 ½-3 weeks from receipt of signed proposal.

Fabio, we look forward to working with you on this project. Please call me if you have any questions or comments.

Best Regards,



Return one copy to Kronberg Urbanists + Architects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## Terms and Conditions

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- This Proposal shall become **void within Sixty (60) days** from the date above if the client does not provide signed and dated authorization to proceed and retainer within that time period.
- The **Owner shall provide** full and complete, detailed information about the objectives, schedule, constraints and existing conditions of the Project. Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. Owner shall furnish surveying, geotechnical engineering and environmental testing services if required and at Owner's expense. Owner understands that information provided by Owner to Architect can and will be relied on in the performance of Architect's Services; Architect is not liable for any mistakes or misinformation that result from bad or incomplete information or products obtained from third parties and provided to Architect. It is Owner's obligation under this Agreement to provide Architect with any work product from any third party consultant or contractor, including, but not limited to, any surveyor, engineer, or environmental consultant (collectively, a "Consultant" or "Consultants") Owner deems necessary for work related to the Project (whether or not Architect recommends the retention of any such Consultant). As such, Owner agrees to indemnify, hold harmless and defend Architect from and against any and all claims or damages (including attorney's fees) resulting directly or indirectly from errors, omissions or negligent acts arising from such Consultant's activities or contained within reports, recommendations, or opinions furnished or produced by such Consultants. It is also Owner's obligation under this Agreement to furnish Architect with information, surveys, and reports required to perform the requested Services at Owner's expense. As such, **Owner agrees to indemnify**, hold harmless and defend Architect from and against any and all claims or damages (including attorney's fees) resulting directly or indirectly from errors, omissions or negligent acts arising from or related to such information.
- Owner agrees that in no event shall the total and aggregate **liability of Architect** and its employees, agents and contractors under this Agreement exceed the amount of fees paid by Owner to Architect under this Agreement, and such amount paid to Architect shall constitute full and adequate liquidated damages for all such claims and damages. Both parties acknowledge and agree that there may be business losses and other consequential damages flowing out of a violation of this Agreement and that, as such consequential damages are difficult to predict and/or quantify, they shall not be included in any damages recoverable in any lawsuit or dispute in arbitration regarding this Agreement, and each party waives said party's right to collect same.
- 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.
- **Additional Services** shall include revisions made necessary by adjustments in the Owner's program or Project budget or required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- The Architect and the Owner agree that if the Architect's services shall not include Construction Phase services, the **Owner shall be solely responsible** for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect, the client shall not bring any claim against the Architect and shall indemnify and hold the Architect, its agents or employees, harmless from and against claim, losses, damages and expenses, including but not limited to defense costs and the time of Architect, to the extent such claim, loss, damage or expense arises out of results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage, or expense is caused in part or by a party indemnified under this provision.
- The Owner shall provide prompt **written notice** to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.
- Both parties agree that in the event of an irresolvable conflict and prior to initiating any civil action of any kind or other proceeding, a good faith effort will be made to resolve disputes using the services of a professional mediator agreed to by both parties; such good faith effort shall include, at a minimum, the appearance of a representative of each party with full settlement authority at a scheduled **mediation**. Notwithstanding the foregoing, Architect reserves its right and shall not be precluded from filing a lien at any time to protect any payment due Architect under this Agreement.
- **Invoices** are due upon receipt. A finance charge of 1 1/2% per month shall be applied to amounts due after 30 days from the billing date. Failure of the Owner to make payments to the Architect within sixty days of receipt of an invoice shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services.
- This Proposal represents the **entire and integrated agreement** between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- The **failure of Architect to enforce**, at any time or for any period of time, any one or more of the provisions of the contract shall not be construed to be, and shall not be, a waiver of any such provision or its right thereafter to enforce each and every provision. 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 Architect.
- The **standard of care** for all professional services performed or furnished by the Architect under this agreement will be the skill and care used by members of the Architect's profession practicing under similar circumstances at the same time and in the same locality. The Architect makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Architect's services. ARCHITECT SPECIFICALLY **DISCLAIMS ALL IMPLIED WARRANTIES**, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND QUALITY OF WORKMANSHIP. OWNER ACKNOWLEDGES AND AGREES TO THE FOREGOING DISCLAIMER.
- 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.