
AGENDA

CALL TO ORDER

ROLL CALL

Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate

AGENDA ITEMS:

1. October and November Financials

Council will review the October and November Financials presented by the Finance Director.

2. Resolution 121222 Authorizing Amended the Professional Services Agreement with Raftelis for Sewer Cost Analysis

Authorizing amendment of the Professional Services Agreement with Raftelis for sewer cost of service analysis. Not to exceed \$19,500.

3. Resolution 121222-A Authorizing Professional Services Agreement with InSite Engineering for Sewer I&I Program Contract No 4

Authorizing I&I Reduction Project Contract No 4 - Professional Services Agreement with Insite Engineering for Inflow and Infiltration Reduction Project for the City of Alabaster. Not to exceed \$125,000 - contract 4 - sewer I&I program.

4. Resolution 121222-B Authorizing a Professional Engineering Services Agreement with InSite Engineering LLC - I & I Reduction Program Contract No 3

Authorizing agreement with InSite Engineering for Contract #3 for the Sanitary Sewer I&I Reduction Program for the City of Alabaster, not to exceed \$140,000.

5. Resolution 121222-C Authorizing Agreement with Volkert For MS4 Compliance

Authorizing a contract with Volkert to provide professional services related to new testing and reporting for the MS4 permit in the amount of \$79,900.00.

6. Council and Mayor Board Appointments

Council will discuss needed appointments for various boards within the City of Alabaster.

7. Review Agreement with CMH Architects - Alabaster Rec Center

Authorization for professional services from CMH Architects for full design, architecture, engineering, bidding and procurement and construction phase services for the Alabaster Recreation Center and Library. (Resolution 121222-D Professional Agreement with CMH for Alabaster Rec Center and Library)

8. Review Agreement with CMH Architects - Design and Renovation of Larry Simmons Stadium and Jim "Peanut" Davenport Field

Authorization for professional services from CMH Architects for design and renovations of Larry Simmons Stadium and Jim "Peanut" Davenport Field. (Resolution 121222-E Professional Agreement with CMH for Larry Simmons Stadium and Jim "Peanut" Davenport Field)

9. *Ordinance 22-169 An Ordinance to Prezone 13 Park Dr to R-3 Single Family Dwelling

A Public Hearing is set for Monday, December 12, 2022 at 7:00 PM to prezone property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016

10. *Ordinance 22-170 An Ordinance to Annex 13 Park Dr into the City

A Public Hearing is set for Monday, December 12, 2022 at 7:00 PM to annex property of Ronald Davenport Jr., located at 13 Park Drive, to R-3 Single Family Dwelling. PIN: 23 7 26 0 001 007.016

UPCOMING AGENDA ITEMS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting by:

Calling Office Number: 205-664-6800

Or Visit: <http://cityofalabaster.com/397/Americans-with-Disabilities-Act>

December 2, 2022

Fred Hawkins, P.E.
Director of Engineering, Building and Environmental Services
City of Alabaster
1953 Municipal Way, Suite 101
Alabaster, AL 35007

Subject: 2021 Sewer Cost of Service Study - Additional Services

Dear Fred:

Raftelis Financial Consultants, Inc. (Raftelis) was retained by the City of Alabaster (City) to complete a sewer cost of service study (Study) based on the terms of a professional services agreement (Agreement) executed May 10, 2021. The terms of the Agreement provided a timeframe for completion of the Study, including the analysis, draft report, and presentation to the Board by November 10, 2021. Due to unforeseen delays and additional analysis required for this engagement at the request of the City, we respectfully request an adjustment to the project budget and time extension as set forth herein.

The Study was substantially complete with a draft report delivered to City staff on March 14, 2022. Subsequent to the delivery of this draft report, several changes have occurred within the City's sewer system that required updating of the financial analysis. A summary of the changes is shown below:

1. The City changed its automatic consumer price index (CPI) rate increase to include the full CPI indicator instead of the CPI less gas and food.
2. Operating and maintenance (O&M) expenses have increased substantially, specifically to fuel, chemicals, personnel, and other O&M costs.
3. The City has issued a bond which included \$17.8 million of capital funding for the sewer system.

Based on the above information, Raftelis will perform the following additional activities to complete the Study:

- Update of the financial forecast and annual sewer rate adjustments taking into account the new Fiscal Year (FY) 2023 O&M expenses, new sewer bond issue by the City, and updated six-year capital improvement plan (CIP);
- Review and update the proposed FY 2022 "revenue neutral" sewer rate structure that was proposed in the March 2022 draft report;
- Update of the tap-on fees which are a miscellaneous revenue to the City. Fee will be revised to incorporate any new recent and local cost data;
- Update of the new system development fee charged to new development. Fee will be revised to incorporate current fixed assets and new CIP provided by staff;
- Modifications to the cost of service study report;
- Conference call to review draft report;

- Presentation to City Council; and
- Additional coordination with City staff and other activities through March 31, 2023.

We certainly understand the need for these additional services and project time requirements due to unforeseen circumstances during the course of our Study. We also hope that the additional services during this time have benefited the City in meeting its objectives for sewer rate services. Since the above items were not contemplated in our original professional services agreement, we are respectfully requesting additional services for this effort.

With these additional services, the original budget is revised as summarized below:

Original Budget (May 2021 – November 2021)	\$39,300
Additional Services (December 2021 – March 2023)	\$19,500
Revised Budget	\$58,800

We appreciate your consideration of the approval of this budget adjustment. If this is acceptable to the City, please indicate with the authorized signature at the bottom of this letter. We very much appreciate being able to serve the City on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1811 or ahairston@raftelis.com.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Tony Hairston
Vice President

Approved by,

City of Alabaster, Alabama

Signature

Title

Date



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: December 8, 2022

Agenda Item Description: Professional Services
Agreement Amendment with Raftelis not to exceed
\$19,500 for Cost of Study Analysis.

Agenda Item Requestor: Fred Hawkins

The original study was done before inflation really hit hard and before we decided to borrow to do capital projects. We have asked them to update the study and report based on current conditions.

Original Budget (May 2021 – November 2021)	\$39,300
Additional Services (December 2021 – March 2023)	\$19,500
Revised Budget	\$58,800

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:



A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH
RAFTELIS FINANCIAL CONSULTANTS, INC
RELATING TO A FINANCIAL FORCAST FOR THE SEWER DEPARTMENT

WHEREAS, the City Council of the City of Alabaster have determined that it is both wise and expedient to enter an agreement with **Raftelis Financial Consultants, Inc.**; and

WHEREAS, the City of Alabaster previously entered an agreement with Raftelis Financial Consultants, with Resolution 022221-C, to prepare a sewer cost of service study for the City of Alabaster; and

WHEREAS, due to unforeseen changes to the cities CPI calculation, increased expenses and additional capital funding for sewer projects, additional information is needed for analysis including:

- Update of the financial forecast and annual sewer rate adjustments taking into account the new Fiscal Year (FY) 2023 O&M expenses, new sewer bond issue by the City, and updated six-year capital improvement plan (CIP)
- Review and update the proposed FY 2022 “revenue neutral” sewer rate structure that was proposed in the March 2022 draft report
- Update of the tap-on fees which are a miscellaneous revenue to the City. Fee will be revised to incorporate any new recent and local cost data
- Update of the new system development fee charged to new development. Fee will be revised to incorporate current fixed assets and new CIP provided by staff
- Modifications to the cost-of-service study report
- Conference call to review draft report

; and

WHEREAS, the amount of this professional agreement will not to exceed **\$19,500**.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

The City Council authorizes Mayor Scott Brakefield to enter into an agreement with Raftelis Financial Consultants, Inc. to prepare a sewer cost of service study for the City of Alabaster at a cost of \$19,500 and City Clerk Mark Frey is authorized and directed to attest any related, and necessary documents on behalf of the City for said purchases.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

**RESOLUTION 022121-C**

**A RESOLUTION AGREEING TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH
RAFTELIS FINANCIAL CONSULTANTS, INC
RELATING TO A FINANCIAL FORCAST FOR THE SEWER DEPARTMENT**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said professional agreement with **Raftelis Financial Consultants, Inc.** to provide Professional Consulting Services to prepare a sewer cost of service study for the City of Alabaster; and

WHEREAS, said project will consist of the following:

- Project Initiation
- Revenue and Billing Analysis
- Capital Funding Analysis
- Revenue Requirements and Debt Coverage Analysis
- Rate Design
- System Development Fees (SDF) and Miscellaneous Charges
- Report and Presentation

, and

WHEREAS, the amount of this professional agreement will not to exceed **\$39,300** and has been accounted for within the 2021 Sewer budget.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council authorizes Mayor Scott Brakefield to enter into an agreement with Raftelis Financial Consultants, Inc. to prepare a sewer cost of service study for the City of Alabaster at a cost of \$39,300.
2. That City Clerk Mark Frey is authorized and directed to attest any related, and necessary documents on behalf of the City for said purchases.

	Y / N		Y / N
Sophie Martin	<u>Y</u>	Jamie Cole	<u>Y</u>
Rick Ellis	<u>Y</u>	Seth Gandy	<u>Y</u>
Stacy Rakestraw	<u>Y</u>	Kerri Pate	<u>Y</u>
Greg Farrell	<u>Y</u>		

ADOPTED AND APPROVED THIS 22ND DAY OF FEBRUARY 2021.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

By: Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

Contract #4 Sanitary Sewer System I & I Reduction Program Rehabilitation

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

The City of Alabaster, Alabama _____ (“Owner”)

and Insite Engineering LLC _____ (“Engineer”)

Engineer agrees to provide the services described below to Owner for Contract #4, Sanitary Sewer System I & I Reduction Rehabilitation (“Project”).

Description of Engineer’s Services: Work will include necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration Issues. Design will include sewer liners, sewer manhole replacement and rehabilitation, point repairs, remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

- A.
- | | | | |
|----|---------------------------------|--------|---|
| 1. | A Lump Sum amount of \$ | 78,500 | Field Review, Design, Specifications for Rehabilitation |
| 2. | A Lump Sum amount of \$ | 3,000 | Bidding and Contracting Period Services. |
| 3. | A Lump Sum amount of \$ | 40,000 | Construction Administration and Inspection Services
For up to 90 Days (3.5 months of Construction) |
| 4. | A hourly amount no to exceed \$ | 3,500 | Reimbursable Expenses: Printing, Plotting, Mileage, Etc. |

Easements if Required will be
billed at our Standard Hourly
Rates

Total Contract Amount \$ 125,000

B.

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY
DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY
GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM
OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By:

By:



Title:

Title:

President

Date Signed:

Date Signed:

11/11/22

License or Certificate No. and State

CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:

24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022

(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #4 will be designed to be as close to a \$1,200,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the sewer
- Replacement of necessary structurally deteriorated manholes on the sewer
- Limited lining of necessary major leaking sewer lines on the sewer
- Rehabilitation of necessary leaking manholes on the sewer
- Point repairs of broken / clogged lines on the sewer
- Manhole grade adjustment on the sewer
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
4. Verification of line sizes
5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)

4. Bidding and Contracting Period Services (Lump Sum)

A. During the Bid Period, the ENGINEER shall:

- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
- ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
- iii. Host a pre-bid meeting at the Owner's facility, If Required.
- iv. Respond to questions from Bidders and issue formal addenda, if required.
- v. Host a public bid opening at the Owner's facility.
- vi. Prepare a Certified Bid Tabulation of all bids received.
- vii. Make a written Recommendation of Award to the Owner.
- viii. Prepare contracts for execution for by Owner and Contractor

5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)

A. During the Construction Period, the ENGINEER shall:

- i. Prepare Contract Documents in triplicate for execution by all parties.
- ii. Attend pre-construction meetings.
- iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.

- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: December 8, 2022

Agenda Item Description: Professional Services
Agreement with Insite Engineering for Contract 4 - Sewer
I&I program - Not to Exceed \$125,000

Agenda Item Requestor: Fred Hawkins

This will include the inspection and design of I&I related repairs to our main trunk lines and manholes. This project focused on the trunk lines 15 inch and larger. Most are in high ground water areas along creeks and swampy areas.

This is part of our capital project budget coming from the latest bond issuance.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:



RESOLUTION 121222-A

A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH INSITE ENGINEERING LLC
PROFESSIONAL ENGINEERING SERVICES
ALABASTER INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM
CONTRACT #4

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a contractual agreement with InSite Engineering, LLC for Sanitary Sewer System Inflow and Infiltration (I&I) Reduction Program with Contract #4; and

WHEREAS, said I&I Reduction Project – Contract #4 will include the following:

- | | |
|--|----------|
| • Field Review, Design, Specifications for Rehabilitation | \$78,500 |
| • Bidding and Contracting Period Services | \$3,000 |
| • Construction Administration and Inspection Services For up to 90 Days (3.5 months of Construction) | \$40,000 |
| • Reimbursable Expenses: Printing, Plotting, Mileage, Etc. | \$3,500 |

Total Contract Amount	\$125,000
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and,

WHEREAS, the agreement (Exhibit “A”) will be provided at a cost not exceed \$125,000 which will be taken from the Sewer Fund.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

_____ J. Mark Frey, City Clerk	_____ Sophie Martin, Council President
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APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and
Issued and Published Jointly by



National Society of
Professional Engineers®



American Society
of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN COUNCIL OF ENGINEERING COMPANIES
AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR
Contract #4
Sanitary Sewer System I & I Reduction
Program Rehabilitation

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
The City of Alabaster, Alabama _____ ("Owner")
and Insite Engineering LLC _____ ("Engineer")
Contract #4, Sanitary Sewer System I
& I Reduction Rehabilitation _____ ("Project").
Engineer agrees to provide the services described below to Owner for

Description of Engineer's Services: Work will include necessary field survey verification, design of new or rehabilitation
sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration
Issues. Design will include sewer liners, sewer manhole replacement and rehabilitation, point repairs,
remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and
inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.


H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	78,500	Field Review, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	3,000	Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	40,000	Construction Administration and Inspection Services For up to 90 Days (3.5 months of Construction)
4.	A hourly amount no to exceed \$	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
	Easements if Required will be billed at our Standard Hourly Rates		
	Total Contract Amount \$	125,000	
B.			

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY
DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY
GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM
OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Alabaster, Alabama	ENGINEER:	InSite Engineering, LLC
By:		By:	
Title:		Title:	President
Date Signed:		Date Signed:	11/11/22
		License or Certificate No. and State	CA #2736 E
Address for giving notices:		Address for giving notices:	
			5800 Feldspar Way
			Hoover, Alabama 35244

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(Lump Sum Basis)
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:	
24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022
(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #4 will be designed to be as close to a \$1,200,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the sewer
- Replacement of necessary structurally deteriorated manholes on the sewer
- Limited lining of necessary major leaking sewer lines on the sewer
- Rehabilitation of necessary leaking manholes on the sewer
- Point repairs of broken / clogged lines on the sewer
- Manhole grade adjustment on the sewer
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
 2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
 3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
 4. Verification of line sizes
 5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)
4. Bidding and Contracting Period Services (Lump Sum)
- A. During the Bid Period, the ENGINEER shall:
- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
 - ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
 - iii. Host a pre-bid meeting at the Owner's facility, If Required.
 - iv. Respond to questions from Bidders and issue formal addenda, if required.
 - v. Host a public bid opening at the Owner's facility.
 - vi. Prepare a Certified Bid Tabulation of all bids received.
 - vii. Make a written Recommendation of Award to the Owner.
 - viii. Prepare contracts for execution for by Owner and Contractor
5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)
- A. During the Construction Period, the ENGINEER shall:
- i. Prepare Contract Documents in triplicate for execution by all parties.
 - ii. Attend pre-construction meetings.
 - iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.

- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Sewer I&I Contract #4
Date: December 5, 2022

The Sewer Department is requesting to sign a contract with Insite Engineering for \$125,000 for contract #4 of the I&I reduction program.

This is a professional service and is therefore not subject to bid law.

The sewer fund has \$9.05M of budget for FY 2023 for capital purchases. Therefore, no budget adjustment is required.

Thanks,

John Haggard, CPA, CGFM

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

Contract #3 Sanitary Sewer System I & I Reduction Program Rehabilitation

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

The City of Alabaster, Alabama (“Owner”)

and Insite Engineering LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Contract #3, Sanitary Sewer System I & I Reduction Rehabilitation (“Project”).

Description of Engineer’s Services: Work will include necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration Issues. Design will include trunk sewer liners, trunks sewer manhole replacement and rehabilitation, point repairs, wet well remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

- A.
- | | | | |
|----|---------------------------------|--------|---|
| 1. | A Lump Sum amount of \$ | 88,500 | Field Review, Design, Specifications for Rehabilitation |
| 2. | A Lump Sum amount of \$ | 3,000 | Bidding and Contracting Period Services. |
| 3. | A Lump Sum amount of \$ | 45,000 | Construction Administration and Inspection Services
For up to 90 Days (3 months of Construction) |
| 4. | A hourly amount no to exceed \$ | 3,500 | Reimbursable Expenses: Printing, Plotting, Mileage, Etc. |

Easements if Required will be
billed at our Standard Hourly
Rates

Total Contract Amount \$ 140,000

B.

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY
DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY
GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM
OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By:

By:



Title:

Title:

President

Date Signed:

Date Signed:

10/25/22

License or Certificate No. and State

CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

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Engineer Intern	\$90.00
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GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
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Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:

24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
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Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022

(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #3 will be designed to be as close to a \$1,500,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the trunk sewer
- Replacement of necessary structurally deteriorated manholes on the trunk sewer
- Limited lining of necessary major leaking sewer lines on the trunk sewer
- Rehabilitation of necessary leaking manholes on the trunk sewer
- Point repairs of broken / clogged lines on the trunk sewer
- Manhole grade adjustment on the trunk sewer
- Wet well review and rehabilitation as necessary
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
4. Verification of line sizes
5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)

4. Bidding and Contracting Period Services (Lump Sum)

A. During the Bid Period, the ENGINEER shall:

- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
- ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
- iii. Host a pre-bid meeting at the Owner's facility, If Required.
- iv. Respond to questions from Bidders and issue formal addenda, if required.
- v. Host a public bid opening at the Owner's facility.
- vi. Prepare a Certified Bid Tabulation of all bids received.
- vii. Make a written Recommendation of Award to the Owner.
- viii. Prepare contracts for execution for by Owner and Contractor

5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)

A. During the Construction Period, the ENGINEER shall:

- i. Prepare Contract Documents in triplicate for execution by all parties.
- ii. Attend pre-construction meetings.
- iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.

- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: December 8, 2022

Agenda Item Description: Professional Services
Agreement with Insite Engineering for Contract 3 - Sewer
I&I program - Not to Exceed \$140,000

Agenda Item Requestor: Fred Hawkins

This will include the inspection and design of I&I related repairs to our pump station wet wells and other sewer lines and manholes surrounding the pump stations.

This is part of our capital project budget coming from the latest bond issuance.

Financial Impact:

(Memo from Finance Dir.)

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:



RESOLUTION 121222-B

A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH INSITE ENGINEERING LLC
FOR ALABASTER INFLOW AND INFILTRATION (I & I) REDUCTION PROGRAM
CONTRACT #3

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a professional services agreement with InSite Engineering, LLC for Inflow and Infiltration (I&I) Reduction Program - Contract #3; and

WHEREAS, said I&I Reduction Project is progressing as planned and continues the progression of leak indication for this project; and

WHEREAS, Contract #3 will include the following:

- Necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration Issues.
- Design will include trunk sewer liners, trunks sewer manhole replacement and rehabilitation, point repairs, wet well remediation, etc.
- Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

and;

WHEREAS, Contract #3 will not exceed \$140,000 agreement (see attached Exhibit “A”) and will be paid from the Sewer Fund.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

Contract #3

**Sanitary Sewer System I & I Reduction
Program Rehabilitation**

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
The City of Alabaster, Alabama (“Owner”) and Insite Engineering LLC (“Engineer”) Engineer agrees to provide the services described below to Owner for Contract #3, Sanitary Sewer System I & I Reduction Rehabilitation (“Project”).

Description of Engineer’s Services: Work will include necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration issues. Design will include trunk sewer liners, trunks sewer manhole replacement and rehabilitation, point repairs, wet well remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

- For cause,
 - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - By Engineer:
 - upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - Engineer shall have no liability to Owner on account of such termination.

B. Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.


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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment (Lump Sum Basis)

A.		
1.	A Lump Sum amount of \$	88,500 Field Review, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	3,000 Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	45,000 Construction Administration and Inspection Services For up to 90 Days (3 months of Construction)
4.	A hourly amount no to exceed \$	3,500 Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
Easements if Required will be billed at our Standard Hourly Rates		
B. Total Contract Amount \$		140,000 _____

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY
DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY
GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM
OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Alabaster, Alabama	ENGINEER:	InSite Engineering, LLC
By:	_____	By:	 _____
Title:	_____	Title:	President _____
Date Signed:	_____	Date Signed:	10/25/22 _____
		License or Certificate No. and State	CA #2736 E _____
Address for giving notices:		Address for giving notices:	
_____		5800 Feldspar Way _____	
_____		Hoover, Alabama 35244 _____	
_____		_____	



SCHEDULE OF FEES

Professional and Technical Services
The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:	
24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022
(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2
to
EJCDC E-520 Short Form of Agreement
Between Owner and Engineer
for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #3 will be designed to be as close to a \$1,500,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the trunk sewer
- Replacement of necessary structurally deteriorated manholes on the trunk sewer
- Limited lining of necessary major leaking sewer lines on the trunk sewer
- Rehabilitation of necessary leaking manholes on the trunk sewer
- Point repairs of broken / clogged lines on the trunk sewer
- Manhole grade adjustment on the trunk sewer
- Wet well review and rehabilitation as necessary
- Other necessary rehabilitation methods as required

Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
4. Verification of line sizes
5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)

4. Bidding and Contracting Period Services (Lump Sum)

A. During the Bid Period, the ENGINEER shall:

- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
- ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
- iii. Host a pre-bid meeting at the Owner's facility, If Required.
- iv. Respond to questions from Bidders and issue formal addenda, if required.
- v. Host a public bid opening at the Owner's facility.
- vi. Prepare a Certified Bid Tabulation of all bids received.
- vii. Make a written Recommendation of Award to the Owner.
- viii. Prepare contracts for execution for by Owner and Contractor

5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)

A. During the Construction Period, the ENGINEER shall:

- i. Prepare Contract Documents in triplicate for execution by all parties.
- ii. Attend pre-construction meetings.
- iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.
- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. Reimbursable Expenses

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: Sewer I&I Contract #3
Date: December 5, 2022

The Sewer Department is requesting to sign a contract with Insite Engineering for \$140,000 for contract #3 of the I&I reduction program.

This is a professional service and is therefore not subject to bid law.

The sewer fund has \$9.05M of budget for FY 2023 for capital purchases. Therefore, no budget adjustment is required.

Thanks,

A handwritten signature in black ink that reads "John Haggard". The signature is written in a cursive, flowing style.

John Haggard, CPA, CGFM

December 5, 2022

Mr. Brett Tucker
City of Alabaster, Alabama
1953 Municipal Way
Alabaster, Alabama 35007

SUBJECT: City of Alabaster 2023 MS4 Program

Dear Mr. Tucker:

Please find the following Agreement to provide professional services related to the city of Alabaster 2023 MS4 Program ("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Drew T. Davis, PE, ENV SP
Vice President – East Gulf Region

Enclosure

ACCEPTED:

BY:

TITLE:

CLIENT NAME:

DATE:

**Federal Employer ID #
(Corporation):**

**SOCIAL SECURITY #
(Individual):**

GENERAL CONDITIONS FOR LETTER AGREEMENT

This Agreement made and entered into this _____ day of _____, 2022 by and between City of Alabaster, Alabama, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT’S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Public Education and Public Involvement

Consultant will assist Owner in identifying and implementing four (4) BMPs, two (2) emphasizing public education and two (2) emphasizing public involvement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

Dry Weather Screening of Major Outfalls

Consultant will perform a dry weather screening of 20 percent, approximately 46, of the major outfalls identified within the Owner’s MS4 boundary. If any flow from an unidentified source is detected during the screening process, field investigation/source identification will be performed under a separate scope of work and fee.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,100.00.

Semi-Annual Inspection of City Owned Structural Controls

Consultant will conduct semi-annual inspections for structure integrity, floatables, litter, sediment and debris and prepare inspection reports on fourteen (14) city owned structural controls.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,400.00.

Annual Inspection of Post-Construction Structural and/or Non-Structural BMPs

Consultant will perform one (1) inspection on approximately thirty (30) privately owned Post-Construction Structural and/or Non-Structural BMPs. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$18,500.00.

Industrial Inspections

Consultant will perform industrial site inspections on seven (7) sites within the MS4 boundary. These inspections include interviewing site staff and inspecting the grounds for potential areas that could contribute storm water pollution to the MS4. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required. In addition, Consultant will review ADEM's database to ensure compliance of industrial facilities that are permitted under the NPDES program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$9,600.00.

Municipal Facility Inspections

Consultant will conduct annual inspections and prepare inspection reports for twenty-five (25) municipal facilities, to include municipal maintenance shops and equipment yards as well as facilities where PHFs are stored, for good housekeeping practices including BMPs.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$12,500.00.

SWMPP Update

Consultant will revise the current SWMPP to incorporate updated permit requirements highlighted in ALS000011.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

MS4 Annual Report

Volkert will prepare and submit to Alabama Department of Environmental Management (ADEM) an annual report for the Alabaster MS4 program that covers the previous fiscal year beginning October 1, 2021, through September 30, 2022. This annual report shall include:

- A list of contacts and parties responsible for preparing the annual report.
- An overall evaluation of the storm water management program developments and progress.
- A narrative report of all program elements referenced in Part II.B of the permit.
- A monitoring section which discusses the progress and results of the monitoring programs required under Part III of the permit.
- The status of the implementation and proposed changes to the SWMPP to include assessment of controls and specific improvements or degradation to quality.
- A summary of inspections and enforcement actions for the regulatory program.
- Implementation status of the public education programs.
- Status of expenditures and budget for the past fiscal year and the next fiscal year for the program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.

Wet-Weather Sampling

Grab samples will be collected quarterly by the Consultant from two instream monitoring locations in Buck Creek. Consultant will take field readings for temperature, pH/ORP, and turbidity, and deliver collected samples to a lab to be analyzed for parameters specified in NPDES permit ALS000011. There will be four (4) monitoring events conducted under this agreement. Lab costs are included in the lump sum fee of this agreement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$4,800.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.
- C. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.
- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- E. The total fee for professional services shall not exceed **Seventy-Nine Thousand Nine Hundred Forty Dollars and Zero Cents (\$79,900.00)** unless authorized by OWNER.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules,

character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.

- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER is hereby granted a royalty-free, non-exclusive, limited-use license therein, and may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project, and the limited-use license granted hereunder does not apply to any future use. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.
- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds

- D. Insurance & Indemnification: CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance. :

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I Worker's Compensation Employer Liability	State – Statutory \$1,000,000 Per Accident \$1,000,000 Disease/Each Accident \$1,000,000 Disease/Policy Limit
II Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate
III Automobile Liability	\$1,000,000 Combined Single Limit
IV Professional Liability	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate

Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others

retained by or under contract to the OWNER with respect to this Agreement or to the Project.

E. Termination:

1. For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph III.E.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

3. Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4. Payments upon Termination

(a) In the event of any termination, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

(b) In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph III.E.4(a), to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

F. Time of Completion: In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER.

G. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Section III.G.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with

the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

- I. Right of Entry: OWNER shall arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised by similarly situated professional consultants practicing under similar conditions at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.

- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- M. Waiver of Subrogation: Owner and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This Agreement shall be governed by the laws of the State of Alabama and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 121222-C

A RESOLUTION AGREEING TO PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT INC TO FACILITATE COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INDIVIDUAL PHASE I PERMIT (NPDES NUMBER ALS000011) WITH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM) FOR THE CITY OF ALABASTER

WHEREAS, the City is required to perform certain inspections and make certain annual reports pursuant to its MS4 permit with the Alabama Department of Environmental Management for FY2023; and

WHEREAS, it is necessary to retain the services of certain engineering professionals to perform said inspections and draft said reports; and,

WHEREAS, Volkert Inc., has proposed to perform such services as set forth in the attached Exhibit A to this Resolution **for the amount of \$79,900.00** and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Alabaster, Alabama:

- 1. The Mayor is hereby authorized to execute the Agreement with Volkert, Inc. attached hereto as Exhibit A and is authorized to pay a total of \$79,900.00 for the services for which Volkert, Inc. agrees to perform in the Agreement and charge such to the appropriate line items in the City budget.
- 2. The Mayor and City Clerk are authorized to execute such documents as are necessary to fulfil the intent of this resolution.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

December 5, 2022

Mr. Brett Tucker
City of Alabaster, Alabama
1953 Municipal Way
Alabaster, Alabama 35007

SUBJECT: City of Alabaster 2023 MS4 Program

Dear Mr. Tucker:

Please find the following Agreement to provide professional services related to the city of Alabaster 2023 MS4 Program ("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Drew T. Davis, PE, ENV SP
Vice President – East Gulf Region

Enclosure

ACCEPTED:	
BY:	
TITLE:	
CLIENT NAME:	
DATE:	
Federal Employer ID #	
(Corporation):	
SOCIAL SECURITY #	
(Individual):	

GENERAL CONDITIONS FOR LETTER AGREEMENT

This Agreement made and entered into this ____ day of _____, 2022 by and between City of Alabaster, Alabama, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT’S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Public Education and Public Involvement

Consultant will assist Owner in identifying and implementing four (4) BMPs, two (2) emphasizing public education and two (2) emphasizing public involvement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

Dry Weather Screening of Major Outfalls

Consultant will perform a dry weather screening of 20 percent, approximately 46, of the major outfalls identified within the Owner's MS4 boundary. If any flow from an unidentified source is detected during the screening process, field investigation/source identification will be performed under a separate scope of work and fee.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,100.00.

Semi-Annual Inspection of City Owned Structural Controls

Consultant will conduct semi-annual inspections for structure integrity, floatables, litter, sediment and debris and prepare inspection reports on fourteen (14) city owned structural controls.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$8,400.00.

Annual Inspection of Post-Construction Structural and/or Non-Structural BMPs

Consultant will perform one (1) inspection on approximately thirty (30) privately owned Post-Construction Structural and/or Non-Structural BMPs. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$18,500.00.

Industrial Inspections

Consultant will perform industrial site inspections on seven (7) sites within the MS4 boundary. These inspections include interviewing site staff and inspecting the grounds for potential areas that could contribute storm water pollution to the MS4. Consultant will prepare inspection reports and deficiency letters (if noted) for the city to coordinate with the owner. Consultant will perform one (1) facility re-inspection if required. In addition, Consultant will review ADEM's database to ensure compliance of industrial facilities that are permitted under the NPDES program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$9,600.00.

Municipal Facility Inspections

Consultant will conduct annual inspections and prepare inspection reports for twenty-five (25) municipal facilities, to include municipal maintenance shops and equipment yards as well as facilities where PHFs are stored, for good housekeeping practices including BMPs.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$12,500.00.

SWMPP Update

Consultant will revise the current SWMPP to incorporate updated permit requirements highlighted in ALS000011.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.00.

MS4 Annual Report

Volkert will prepare and submit to Alabama Department of Environmental Management (ADEM) an annual report for the Alabaster MS4 program that covers the previous fiscal year beginning October 1, 2021, through September 30, 2022. This annual report shall include:

- A list of contacts and parties responsible for preparing the annual report.
- An overall evaluation of the storm water management program developments and progress.
- A narrative report of all program elements referenced in Part II.B of the permit.
- A monitoring section which discusses the progress and results of the monitoring programs required under Part III of the permit.
- The status of the implementation and proposed changes to the SWMPP to include assessment of controls and specific improvements or degradation to quality.
- A summary of inspections and enforcement actions for the regulatory program.
- Implementation status of the public education programs.
- Status of expenditures and budget for the past fiscal year and the next fiscal year for the program.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$6,000.

Wet-Weather Sampling

Grab samples will be collected quarterly by the Consultant from two instream monitoring locations in Buck Creek. Consultant will take field readings for temperature, pH/ORP, and turbidity, and deliver collected samples to a lab to be analyzed for parameters specified in NPDES permit ALS000011. There will be four (4) monitoring events conducted under this agreement. Lab costs are included in the lump sum fee of this agreement.

The Lump Sum Fee to Perform the Scope of Work Listed Above Is \$4,800.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other

evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant’s services.
- C. Reimbursable expenses are defined as follows:

Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.
- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- E. The total fee for professional services shall not exceed **Seventy-Nine Thousand Nine Hundred Forty Dollars and Zero Cents (\$79,900.00)** unless authorized by OWNER.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT’S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER is hereby granted a royalty-free, non-exclusive, limited-use license therein, and may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project, and the limited-use license granted hereunder does not apply to any future use. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’S use of such Documents.
- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT’S services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT’S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds
- D. Insurance & Indemnification: CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT’s policy of commercial general liability and automobile liability insurance. :

TYPE OF COVERAGE

LIMITS

I	Worker’s Compensation Employer Liability	State – Statutory \$1,000,000 Per Accident \$1,000,000 Disease/Each Accident \$1,000,000 Disease/Policy Limit
II	Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate
III	Automobile Liability	\$1,000,000 Combined Single Limit
IV	Professional Liability	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate

Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER’s officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys’ fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT’s defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT’s actual negligent performance.

Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

- E. Termination:
- For cause,
 - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - By CONSULTANT:
 - upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT’s responsibilities as a licensed professional; or
 - upon seven days written notice if the CONSULTANT’s services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT’s control.
 - CONSULTANT shall have no liability to OWNER on account of such termination.
 - Notwithstanding the foregoing, this Agreement will not terminate under Paragraph III.E.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - For convenience,
 - By OWNER effective upon CONSULTANT’s receipt of notice from OWNER.
 - Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - Payments upon Termination
 - In the event of any termination, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

(b) In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph III.E.4(a), to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

- F. Time of Completion: In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER.
- G. Successors and Assigns:
1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Section III.G.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.
 3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.
- I. Right of Entry: OWNER shall arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.
- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised by similarly situated professional consultants practicing under similar conditions at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-

party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
- M. Waiver of Subrogation: Owner and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.
- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This Agreement shall be governed by the laws of the State of Alabama and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.

Memo

To: City Council
From: John Haggard, Finance Director / Treasurer
Re: MS4 Agreement
Date: December 5, 2022

The Engineering Department is requesting to sign a contract with Volkert Inc. for \$79,000.00 for MS4 compliance work.

This is a professional service and is therefore not subject to bid law.

There is sufficient budget to cover this expenditure. No budget adjustment is necessary.

Thanks,

A handwritten signature in black ink that reads "John Haggard". The signature is written in a cursive, flowing style.

John Haggard, CPA, CGFM

Board Appointments Due for 2022

Industrial Development Board	Place 3 Terrill Lane	Term Expires 12/01/2021	(Council Apt.)
Industrial Development Board	Place 4 Charles Cornelius	Term Expires 12/01/2021	(Council Apt.)
P & Z Board	Place 2 Calvin Rumph	Term Expires 12/01/2022	(Mayor's Apt.)
P & Z Board	Place 3 Tommy Ryals	Term Expires 12/01/2021	(Mayor's Apt.)
BZA	Place 4 Wade Walker	Term Expires 12/01/2022	(Council Apt)
BZA	Place 5 Tommy Ryals	Term Expires 12/01/2022	(Council Apt)
Beautification Board	Place A Open Seat		
Beautification Board	Place B Open Seat		
Beautification Board	Place C Sheriee Porter	Term Expires 12/01/2022	(Mayor's Apt.)
Beautification Board	Place C Marie Jordan	Term Expires 12/01/2022	(Mayor's Apt.)

DATE	NAME	IDB	CDA	BZA	P&Z	AHAB	LB	BB	WB	BOE	MCB
12/7/2022	Matt Penhale	X	X	X	X	X				X	
10/13/2022	Michael Meyers	X	X	X	X	X					
8/18/2022	Roger Benson							X			
8/17/2022	Amanda Pearce							X			
7/19/2022	Karen Hubbard	X	X	X	X	X	X	X	X		
6/1/2022	Leigh Isom							X			
5/23/2022	Rick Walters				X						
5/13/2022	Mike Nichols				X						
5/12/2022	Kristalyn Lee	X	X		X		X	X	X		
5/11/2022	Amy Pardo				X	X	X				
5/10/2022	Debbie Streets							X			
5/10/2022	Jacob Blankenship	X	X	X	X		X		X		
5/9/2022	Biancia Tauriac		X		X	X	X	X			
5/9/2022	Eric Grill	X	X		X						
5/9/2022	Regan Denson	X	X			X					
5/9/2022	Sammy Kato							X			
5/9/2022	Staci Galey		X	X	X			X			
5/9/2022	Zack Watkins							X			
3/11/2022	Erica Lamar-Coney	X		X				X	X		
1/21/2022	Claudia Powell						X				
1/3/2022	James M Weldon	X	X	X	X	X					
4/22/2021	Zoe Grodsky						X	X			
4/12/2021	Niccolle Johnson	X	X	X	X	X	X	X	X		
2/23/2021	Tracy Coyne			X		X		X			
2/15/2021	Christi Lowery						X				
2/8/2021	Carol Ralph					X	X		X		
1/17/2021	Tim Enloe				X						



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 29th day of November in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Alabaster
1953 Municipal Way
Alabaster, AL 35007
205-664-6832

and the Architect:
(Name, legal status, address, and other information)

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243
205-969-2696

for the following Project:
(Name, location, and detailed description)

Rec Center and Library
Hwy 119 and Thompson Road
Alabaster, AL 35007
205-664-6832

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Approved program dated 10/31/22 labeled Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Topographic survey.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line-item breakdown.)

TBD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Single package, Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Scott Brakefield, Mayor
1953 Municipal Way
Alabaster, AL 35007
205-378-4057

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Brian Binzer, City Administrator
1953 Municipal Way
Alabaster, AL 35007
205-664-6832

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Building & Earth Sciences
5545 Derby Drive
Birmingham, AL 35210
205-836-6300

Init.

.2 Civil Engineer:

Engineering Design Group LLC
 120 Bishop Circle, Suite 300
 Pelham, AL 35214
 205-403-9158

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Should studies be required to identify and suggest required remediation of hazardous materials in existing structures and including underground tanks etc. on site, then a qualified consultant should be retained to provide their services

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Billy Morace
 1800 International Park Drive
 Suite 300
 Birmingham, AL 35243
 205-969-2696

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
 300 20th Street North, Suite #100
 Birmingham, AL 35203
 205-323-6385

.2 Mechanical Engineer, Plumbing and Fire Protection:

MW/Davis Dumas & Associates, Inc.
 4500 Southlake Park
 Suite 200
 Hoover, AL 35244
 205-252-0246

.3 Electrical Engineer and Security:

Jackson Renfro & Assoc., Inc.
 31 Inverness Center Parkway, Suite #300
 Birmingham, AL 35242
 205-995-1078

§ 1.1.11.2 Consultants retained under Supplemental Services:

Landscape Architect:
 Kelly Landscape Architects, LLC
 2910 Linden Avenue, Suite 100
 Birmingham, AL 35209

Init.

205.871.9541

The Sports Facilities Companies — See Exhibit B
EDG — See Exhibit C

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million US dollars (\$ 1,000,000.00) for each occurrence and two million US dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million US dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than two million US dollars (\$ 2,000,000.00) each accident, two million US dollars (\$ 2,000,000.00) each employee, and two million US dollars (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than one million US dollars (\$ 1,000,000.00 per claim and two million US dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect – See Exhibit C
§ 4.1.1.9 Landscape design	Architect – See 11.2
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	General Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – see 11.2
§ 4.1.1.29 Other services provided by specialty Consultants	Sports Facilities Consultants – See Exhibit B
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibits B & C

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibits B & C

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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- .2 Forty (40) visits to the site by the Architect during construction including inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within forty-two (42) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

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the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, or financing; or other costs that are the responsibility of the Owner. The cost of the work shall include sales tax that should be included in the project cost but is not because the owner is tax exempt. The cost of the work will include all project contingencies and all allowances that are included in the contract documents.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in Shelby County, Alabama.
- ☐ Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute

all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Fee shall be calculated based on a percentage of the cost of the work as shown on the attached state fee schedule for Type III buildings. See exhibit D.

- .3 Other
(Describe the method of compensation)

N/A

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering	- \$58,500.00 – See Exhibit C
Landscape Design	- \$20,000.00 (lump sum)
FFE/ Interior Design	- \$24,000.00 (lump sum)
ADEM Permit Transfer	- \$500.00 per modification
Food Service Consultant	- \$30,000.00 (lump sum)
Sports Facilities Services	-\$295,000.00 (lump sum) See Exhibit B

Owner will retain Geotechnical, CMT, and special inspection services as required. If pool or other water amenity is added to project, then an Aquatics Consultant may need to be added.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

1.1 x direct personnel costs or a mutually agreeable fixed amount.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached– Hourly Rates — Exhibit E

Init.

Employee or Category – Attach as Exhibit E

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Prime + 3%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Independent Contractor: Architect acknowledges that it (and its agents and employees) is an independent contractor and not an agent or employee of Owner entitled to any type of leave, insurance, or other employee benefit from the City of Alabaster. Additionally, Architect understands and agrees that this agreement does not establish any employer-employee relationship, nor master-servant relationship, in any way whatsoever, between Owner and any employee or agent of Architect. Architect shall withhold and pay all Federal, Social Security taxes, Federal and State Unemployment taxes, and all similar payroll taxes, including Workers Compensation insurance related to its agents and employees and to the extent allowed by law, indemnify and hold Owner harmless from such claims.

§ 12.2 Statement of Compliance with Alabama Code Section 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 12.3 Conflict of Interest: The Architect declares that, as of the date of the contract, neither the Owner, nor any of the Owner's employees or any Director nor any other Government Official is directly or indirectly interested in this contract or any contract with the Architect for which compensation will be sought during the period of time this contract is being performed. And, furthermore, the Architect pledges that he will notify the Purchasing Manager in writing should it come to his knowledge that any such official becomes either directly or indirectly interested in the contract or any contract with the Architect for which compensation will be sought during the aforesaid period. In addition, the Architect declares, that as of the date of this contract, neither he nor any of his officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Owner, or to anyone else for the Owner's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the Owner under which compensation will be sought during the period of time this contract is being performed. And furthermore, that neither the Architect nor any of his officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Owner, or to, anyone else for the Owner's or Owner's employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this contract or any other contract with the Architect for which compensation will be claimed during the period of time this contract is being performed.

§ 12.4 Non-Discrimination Policy: The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status. The Architect will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Init.

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User Notes: (1630825575)

- [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- A. Approved Program—dated 11.17.22
B. The Sports Facilities Companies Services—dated 11.10.22
C. EDG Civil Services—11.28.22
D. State Fee Schedule
E. CMH Hourly Rates Schedule—08.01.21

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scott Brakefield, Mayor
(Printed name and title)

ARCHITECT (Signature)

Everett Hatcher President
(Printed name, title, and license number, if required)

Init.

Exhibit A



Project: Alabaster Rec Center & Library
 Date: 11.17.22 — APPROVED
 CMH Project No.: 1836

EXHIBIT A

Alabaster Rec Center & Library — Approved Program

	Program
<ul style="list-style-type: none"> GYMS — 2 @ 8,500 SF each w/ seating on 3 sides 3 Gyms similar to Sand Mountain 	25,500 SF
STORAGE for GYMS	1,200 SF
LOCKER ROOMS — with toilets & showers & 72 lockers each; 2 @ 825 SF each	1,650 SF
<ul style="list-style-type: none"> LAUNDRY 	= 150 SF
Subtotal	= 28,500 SF
<ul style="list-style-type: none"> TRACK — ±750 FT X 12 FT 	= 9,000 SF
<ul style="list-style-type: none"> RECEPTION DESK 	= 375 SF
STORAGE FOR RECEPTION	= 85 SF
Subtotal	= 460 SF
<ul style="list-style-type: none"> CHILD CARE 	= 550 SF
TOILET	= 60 SF
Subtotal	= 610 SF
<ul style="list-style-type: none"> CONCESSIONS 	
SERVICE AREA / KITCHEN	= 825 SF
FOOD STORAGE	= 325 SF
Subtotal	= 1,150 SF
<ul style="list-style-type: none"> PUBLIC RESTROOMS 	= 500 SF
<ul style="list-style-type: none"> CARDIO — (Sand Mtn. = 1,700 SF) 	= 1,700 SF
<ul style="list-style-type: none"> FITNESS / STRENGTH TRAINING (Sand Mtn. = 3,400 SF) 	= 3,400 SF



 Project: Alabaster Rec Center & Library
 Date: 11.17.22 — APPROVED
 CMH Project No.: 1836

- EXERCISE / MULTI-PURPOSE

Sand Mtn. = 3 Rooms with dividers, including storage, warming
 Kitchen, and AV capability to accommodate up to 300 people = 7,000 SF

- OFFICES

6 OFFICES @ avg. 150 SF each = 900 SF
 CONFERENCE ROOM = 500 SF
 RECEPTION = 250 SF
 STAFF RESTROOMS (2) = 120 SF
 WORKROOM = 150 SF
 BREAKROOM = 150 SF

Subtotal = 2,070 SF

TOTAL PROGRAMMED AREA = 54,390 SF

ALLOWANCE FOR CORRIDORS, MECH. ROOMS, STAIRS, ETC. BASED ON 70% EFFICIENCY = 23,310 SF

TOTAL GROSS AREA = 77,700 SF

ASSUME LIBRARY GROSS AREA = 20,000 SF

TOTAL PROJECT AREA = 97,700 SF

Exhibit B

SFD VENUE PLANNING AND DESIGN SUPPORT

The goal and purpose of SFD's venue planning and design support services is to serve project owners by reducing risk, eliminating headaches, optimizing facility design, and maximizing the value of every dollar, the results of which is a superior facility. Our project team is composed of engineers, project managers, and experienced facility operators who have specialized in sports, recreation, events, and wellness facilities. This team provides a complementary and collaborative set of services to your A/E/C team.

During the planning and design process, your SFD project team works as an "owner's representative" with the construction team to ensure the facility design supports the proforma and is optimized achieves the owner's goals. This reduces risk, shortens timelines, and decreases workload for owners.

Your SFD project team ensures the athletic spaces and equipment meet the requirements for leagues, tournaments, events, and other supporting programming. They leverage our deep operational and development experience to ensure your facility designs, adjacencies, and equipment are optimized for staffing and operational execution for your specific events and programming. Our focus isn't only on the technical facets of the facility, but on the overall guest experience. Your SFD project team will engage SFC's facility marketing department to ensure the brand vision, cross-marketing, and sponsorship opportunities are incorporated into the facility from the start.

PHASE 1: PLANNING & SCHEMATIC

Facility Development Planning Session

Beginning with a Facility Development Planning Session, Consultant's project team will review the vision, financial forecasts and business plan, programming, and space requirements, provide an initial design and project schedule review. The goals and objectives outlined in this session will provide critical benchmarks and guidelines for decision making throughout the project.

Project & Process Management

Through weekly check-in meetings monthly status reporting, (schedule, budget, milestones, accomplishments), and on-demand conferences, Consultant's project team provides the Client with control and visibility into the entire design process guided by Consultant's experience opening and managing facilities. While the architect is working to create a beautiful, functional space, Consultant will provide operational expertise and user-centered design guidance to execute Client's vision.

Throughout the duration of your Venue Planning and Design Support services, the SFC project team will deliver/execute the following:

Programming and Design Concept Support Services

- Programming/ Design Meeting Conferences
- Equipment Coordination Considerations
- Sport Rule Comfort/Compliance Considerations
- Operational Design Adjacency Considerations
- Progress Meetings
- Cash Handling Considerations
- Furnishings Considerations
- Storage Benchmarks and Considerations
- Technology Considerations
- Operational Budget Impacts
- Facility Branding and Experience Considerations
- Sponsorship Inventory Considerations
- Facility Wayfinding / Signage Considerations
- F&B Benchmarks and Considerations
- FF&E Considerations

Schematic Design Support Services

- Design Concept Comments and Markups
- Equipment Basis of Design Recommendations
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Coordination Meetings as Required
- Progress Meetings
- Storage Requirements
- Technology Requirements
- Operational Budget Impacts
- FF&E Milestone Schedule
- Finishes Recommendations
- Site Fencing & Gate Access Review (Outdoor)

PHASE 2: DESIGN, DEVELOPMENT & CONSTRUCTION DOCUMENTS

Design Development Support Services

- Schematic Design/Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic
- Furnishings Schematic
- Storage Plan and Markup
- Technology Requirements and Schematic
- Operational Budget Impacts
- Facility Branding Design Concept
- Sponsorship Inventory Design
- Facility Wayfinding / Signage Markup
- FF&E Milestone Schedule Updates
- Door Schedule Review (Lock Styles, Closures, Etc)
- AED Placement Recommendations
- Finishes Review

Construction Documents Support Services

- Design Development /Milestone Set Comments and Markups
- Equipment Specification Generation
- Equipment Coordination Information
- Construction Cost Estimation Review
- Sport Rule Comfort/Compliance Requirements and Review
- Operational Design Requirements and Review
- Value Engineering Studies (if required)
- Progress Meetings
- Cash Handling Plan and Schematic
- Furnishings Schematic Markup
- Storage Plan and Schematic Markup
- Technology Requirements and Schematic Markups
- Operational Budget Impacts
- FF&E Milestone Schedule Updates

SFD PROCUREMENT SERVICES

Clients select Procurement Services from SFD because of our ability to create value through savings and increased purchasing power and because our operational expertise leads to far better end-user experiences and efficiencies. Throughout the procurement process, SFD will provide pre-qualified vendors, recommendations, and review of Specifications, RFPs, Proposals, Submittals, RFIS, and additional coordination information as needed.

Additionally, through the FFE and OS&E scopes, we will provide information and lists of purchases that would otherwise be overlooked in a typical scenario. This saves you time, money, and headaches because your operating staff arrives to a turn-key facility. Your General Manager can focus on building your business instead of purchasing floor scrubbers and maintenance equipment – and these expense can be capitalized instead of coming from your start-up operating budget.

Step 1 - Project & Process Management; Procurement Phase

During the Procurement Phase, your SFD team gets to work in a process designed to get you the best equipment at the best price, tailored to your specific operation. Variables like your desired programming, competition levels, square-footage, and budget influence our recommendations to you. As we lead you through this process, we present the options, our recommendations, and our justifications for each item. You maintain control and final say.

The following are key processes and deliverables during the procurement phase:

- FFE Bidder's Interest Campaign
- Pre-qualifying Bidders/Suppliers
- RFP Review
- Bid Reviews and Recommendations
- Contractor Scope Review
- Contract Negotiation Feedback
- Schedule Feedback
- FF&E Scope Gap Analysis
- Submittals and Sample Review
- Loose Item Procurement List and Recommendations

Step 2 - Project & Process Management: Construction Phase

During the construction phase, your SFD project team is focused on providing our expertise to ensure your project stays on schedule, on budget, and maintains the quality needed for operational excellence. In any construction project, there are hundreds or thousands of individual elements that need to come together to create a full functional, beautiful, and efficient facility. Your SFD project team ensures the FFE/OS&E equipment is ready to support your operations teams, events, and programs on grand opening day.

The following are key processes and deliverables during the procurement phase:

- Change Order Management
- Project Site Meetings
- Progress Payment Review/ Invoice Review
- Quality Review / Contract Compliance Review
- Minor Variations in the Work
- Dispute Resolution with Vendors
- Project Cost Reports
- Construction Scheduling

Step 3 -Project & Process Management; Post - Construction Phase

It's often said the devil is in the details and that's why step 4 of our Procurement Process is so important. No one in the project will be more focused on ensuring the facility is turn-key ready for your operating team than your SFD project team. We will work with all FFE/OS&E vendors to ensure your products are installed correctly, pass quality controls, meet specification, and are fully operational. Included in your close out documents are the manuals, maintenance information, and warranties needed for your operating team to maintain your facility for years to come.

- Punch list generation and resolution
- Close Out Documents
- Training Coordination
- Wrap Report

PROPOSED FEE STRUCTURE

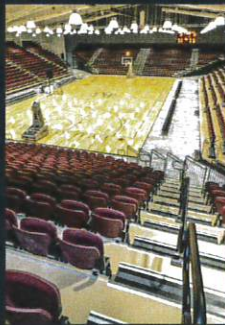
DEVELOPMENT SERVICES PRICE QUOTE + REIMBURSABLE TRAVEL

Venue Planning Services	\$95,000
SFD Procurement Services	\$240,000
Combined Services	\$295,000

*Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

Please Note: This proposal is valid for 60 days from issuing date.

EXAMPLE PROJECTS & SAVINGS



ROCKY MOUNT
EVENT CENTER



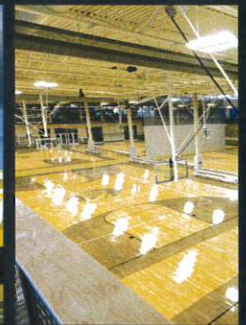
CEDAR POINT
SPORTS CENTER



HORIZON'S EDGE
SPORTS CAMPUS



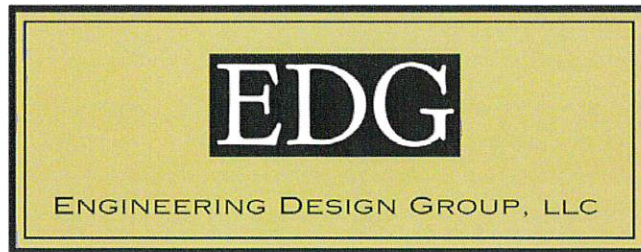
HIGHLANDS SPORTS
COMPLEX



THE BRIDGE
SPORTS COMPLEX

CONSTRUCTION (\$)	\$48MM	\$32MM	\$24MM	\$30MM	\$37MM
FFE/OSE BUDGET	\$3,950,000	\$2,400,000	\$2,800,000	\$4,300,000	\$3,895,000
FFE/OSE FINAL	\$3,180,000	\$1,750,000	\$2,345,000	\$3,650,000	\$2,990,000
SAVINGS	\$770,000	\$650,000	\$455,000	\$650,000	\$905,000
% SAVINGS ON FFE/OSE BUDGET	19.5%	27.1%	16.3%	15.1%	23%

Exhibit C



November 28, 2022

1.0 Scope of Services-Recreation Center and Retail Component

1.1 Civil Construction Documents

We will develop a set of civil construction documents for the proposed site improvements associated with the redevelopment of the current school campus. This includes graded pads for the recreation center and retail component. We will submit the Construction Documents to the City of Alabaster for their review and approval. We will address comments provided by CMH Architects and the City of Alabaster. We will meet with CMH and any necessary City Officials as needed to work through any design issues that arise during plan approval. The Construction Documents will include the following design information, at a minimum:

- a. **Demolition and Phase I Erosion Control Plans**-We will provide a demolition plan to illustrate existing site items that will be removed. This includes buildings, pavements, fences, storm sewer infrastructure, and utility infrastructure. We will coordinate with the utility providers during the development of the demolition plan. The plan will also include the selection and placement of erosion control BMP devices to control erosion and sedimentation resulting from demolition activities. BMP devices will be selected per the current edition of the *"Alabama Handbook."*
- b. **Site Layout Plan** - Plan will provide horizontal control for the layout of the proposed roadway through this portion of the site. We understand that a new connection will be made to Highway 119 (an ALDOT roadway) and Thompson Road. The configuration of the connection to Highway 119, as well as any off-site improvements to Highway 119, will be provided by the project's traffic engineering consultant. Therefore, our scope of services associated with access design and permitting will be provided separately upon receipt of a traffic impact study. We will provide the configuration of parcels for the recreation center, retail, and parking components of the site. At this time, we understand that pad-graded parcels will be delivered to the various users (City of Alabaster and retail tenants).
- c. **Site Grading and Drainage Plan**-Plan will include existing and finished contours, as well as spot elevations for building pads, flat areas, and grade transitions. The plan will also include grading for the roadway through the site. Storm sewer infrastructure will be shown on the grading plan. The intent of the design will be to preserve as much existing storm sewer infrastructure as possible, adding pipe and inlets/structures as needed to accommodate runoff generated by proposed improvements. Profiles for storm sewer pipes and the roadway will be provided.
- d. **Utility Plan**-Plan will include the extension of sanitary sewer and water utility mains to serve the development. It is anticipated that new sanitary sewer and

water mains will be located within the new roadway. We will coordinate with Alabaster Environmental Services (sanitary sewer) and Alabaster Water during the development of the utility plan. Service lines will be shown for the recreation center pad and retail tenant pad areas.

- e. Phase II Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sedimentation at the site. The plan will reflect construction related to the creation of pad-graded sites within the property. BMP devices will selected per specific site conditions and per the current edition of the *"Alabama Handbook."*
- f. Notes and Details-We will provide standard notes and details which pertain to the site's specific construction requirements. This includes the City's specific notes and details related to utility services.
- g. Bid Documents and Specifications-We will provide bid documents and specifications related to site/civil elements of the project. We will attend a pre-bid meeting (if required), bid opening, and pre-construction meeting.

1.2 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 12 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.3 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: ALDOT Design or Permitting, Tenant-Specific Civil Construction Documents, Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

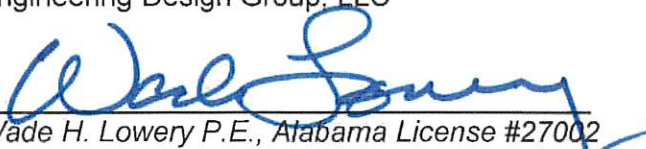
2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents	\$48,500.00 Lump Sum
2.2 Construction Administration and Reimbursables	\$10,000.00 Hourly Maximum
2.3 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC


Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

• Principal in Charge	\$150.00 per hour
• Project Manager	\$130.00 per hour
• Senior Design Engineer	\$120.00 per hour
• Project Engineer	\$105.00 per hour
• Engineering Drafter	\$ 85.00 per hour
• Expert Witness	\$250.00 per hour

Surveying Rate Schedule

• PLS	\$125.00 per hour
• Field Crew	\$145.00 per hour
• Field Crew Construction Layout**	\$155.00 per hour
• Senior Drafter	\$ 95.00 per hour
• Drafter	\$ 85.00 per hour

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

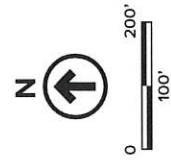
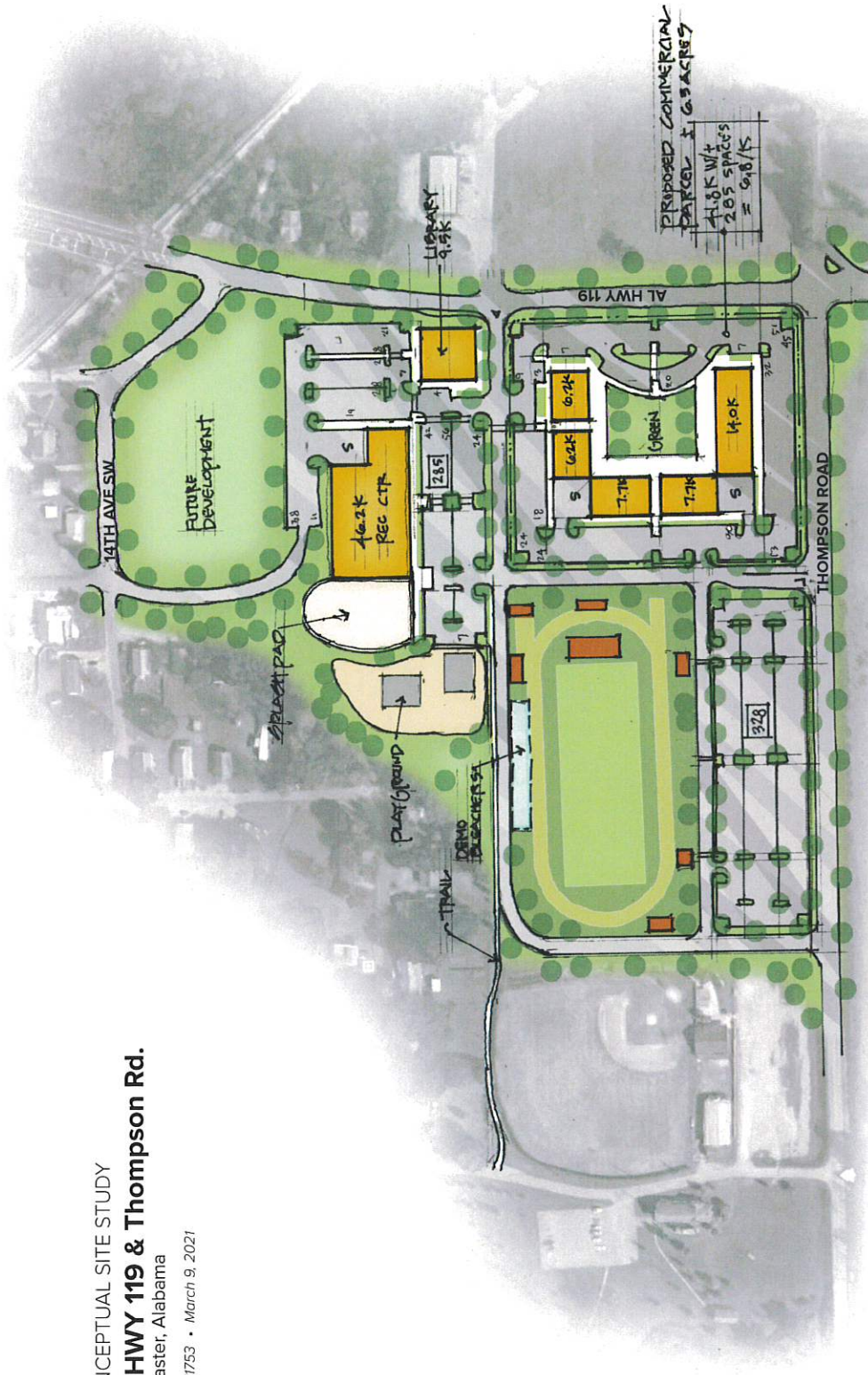
Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



CONCEPTUAL SITE STUDY C
 AL HWY 119 & THOMPSON RD.

- EXISTING BUILDINGS
- NEW BUILDINGS
- BUILDINGS TO BE DEMOLISHED

Exhibit D

B. SCHEDULE OF BASIC FEE RATES

EXHIBIT Item 7.

COST OF THE WORK	FEE IN PERCENTAGE				
	BUILDING GROUP				
	I	II	III	IV	V
Up to \$100,000	8.0	9.0	10.0	11.0	12.0
100,001 to 200,000	7.0	8.0	9.0	10.	11.0
200,001 to 300,000	6.0	7.0	8.	9.0	10.0
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7
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
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.

Exhibit E



Hourly Rate Schedule
Effective 08/01/21

	<u>Billing Amount</u>
Senior Principals:	\$295.00
Principals/Senior Technical Staff :	\$255.00
Junior Principals/Senior Associates:	\$170.00
Creative Director	\$165.00
Associates:	\$155.00
Staff Architect/Technical Staff:	\$125.00
Intern Architect:	\$100.00
Graphic Designer:	\$125.00
Draftsmen:	\$90.00
Administrative Staff:	\$95.00

Council Member _____ introduced the following Resolution for adoption, which was seconded by Council Member _____.



RESOLUTION 121222-D

A RESOLUTION TO ENTER AGREEMENT WITH CMH ARCHITECTS INC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF THE ALABASTER REC CENTER AND LIBRARY

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an architectural and engineering design services agreement with CMH Architects, Inc. for a new 97,700 square foot Recreation Center Facility and Library; and

WHEREAS, the agreement will include the Schematic Design Phase through Construction Administration Phase at a **fee of 6% of the cost of the work** with completion of design and construction documents in a _____ month timeframe and construction phase anticipated to take _____ months; and

WHEREAS, the estimated budget for the project is \$_____ million; and

WHEREAS, additional optional services as set forth in the AIA Contract from CMH Architects, Inc. which may be required; and

WHEREAS, the City will allow reimbursables up to \$_____ ; and

WHEREAS, CMH Architects, Inc. Cover Letter and AIA Contract will be considered as “Attachment A”.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Mayor Scott Brakefield and City Clerk, J. Mark Frey to sign, attest and file all documentation necessary to enter into said agreement.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

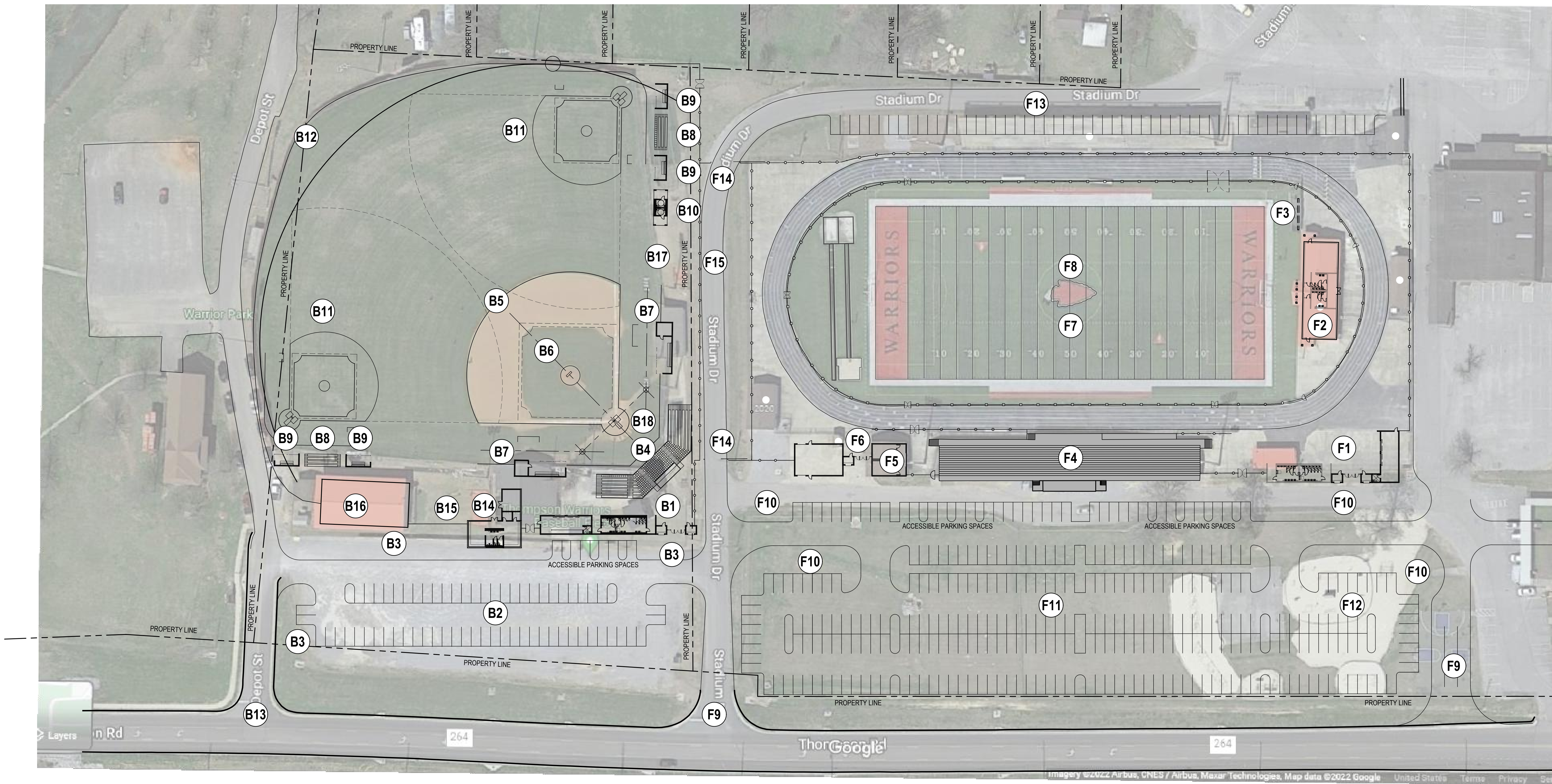
ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



SCHEMATIC SITE PLAN LEGEND

B BASEBALL FIELD

NOTE: ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE

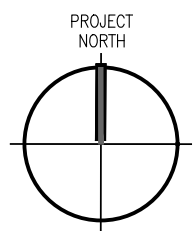
- B1** NEW CONCESSION STAND - 912 S.F., 17'-8" x 48'
NEW TOILET ROOM BUILDING - 1,060 S.F., 17'-8" x 60'
NEW TICKET OFFICE - 90 S.F. each, 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- B2** NEW PARKING LOT (70 SPACES) WITH LIGHTING & SIGNAGE
- B3** NEW HARDSCAPE & LANDSCAPE AREAS WITH SITE LIGHTING & SIGNAGE
- B4** NEW VIEWING STANDS (326 SEATS) & PRESS BOX
- B5** NEW STADIUM LIGHTING
- B6** NEW SYNTHETIC TURF AT BALLFIELDS
- B7** NEW DUGOUT WITH STORAGE
DUGOUT - 512 S.F., 15'-4" x 13'-4"
STORAGE - 205 S.F., 15'-4" x 34'-8"
- B8** NEW LITTLE LEAGUE VIEWING STAND (60 SEATS)
- B9** NEW LITTLE LEAGUE DUGOUT - 280 S.F., 12' x 23'-4"
- B10** NEW SINGLE USER TOILET ROOM BUILDING - 200 S.F., 12'-8" x 16'
- B11** NEW LITTLE LEAGUE FIELD WITH BACKSTOP & PORTABLE/TEMPORARY FENCING
- B12** EXISTING FIELD AREA AND FENCING OUTSIDE OF PROPERTY LINE
- B13** EXISTING ROADWAY FROM / ONTO THOMPSON ROAD
- B14** NEW LOCKER ROOM / STORAGE BUILDING - 1,804 S.F.
NEW TOILET AREA - 312 S.F., 17'-4" x 18'
NEW OFFICE - 77 S.F., 9'-8" x 8'
NEW LOCKER ROOMS - 477 S.F. EACH, 16'-4" x 25'-4"
NEW STORAGE - 391 S.F., 18'-4" x 21'-4" & 75 S.F., 8'-8" x 8'-8"
- B15** RENOVATE PITCHING WARM-UP AREA.
- B16** RENOVATE INDOOR BATTING CAGE FACILITY - 3,320 S.F., 41' x 81'
- B17** NEW PITCHING WARM-UP AREA.
- B18** NEW BACKSTOP

NOTE: LITTLE LEAGUE DUGOUTS & VIEWING STANDS ARE LOCATED ON THE SAME SIDE OF FIELD DUE TO EXTENDING BEYOND THE PROPERTY LINE (NORTHEAST & SOUTHWEST CORNERS) & INTO THE ROADWAY (SOUTHWEST CORNER) IF THEY ARE LOCATED ON EACH SIDE OF FIELD.

F FOOTBALL FIELD

NOTE: ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE

- F1** NEW CONCESSION STAND - 912 S.F., 17'-8" x 48'
NEW TOILET ROOM BUILDING - 1,060 S.F., 17'-8" x 60'
NEW TICKET OFFICE - 90 S.F. each, 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- F2** RENOVATE FIELD HOUSE, APPROXIMATE AREA & SIZE - 2,880 S.F., 90' x 32'
- F3** RENOVATE EXISTING SCORE BOARD
- F4** RENOVATE EXISTING VIEWING STANDS - CONCRETE REPAIR, PREPPING & PAINTING OF HANDRAILS, GUARDRAILS & ORIGINAL FENCING
- F5** EXISTING TOILET ROOM BUILDING - 960 S.F.; 32' x 30'
REPAIR WATER DAMAGE AND REPAINT
- F6** NEW STORAGE BUILDING - 1,360 S.F., 45'-4" x 30'
NEW TICKET OFFICE - 90 S.F., 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- F7** NEW STADIUM, TRACK & HARDSCAPE LIGHTING
- F8** EXISTING FOOTBALL FIELD, TRACK & ALL FENCING TO REMAIN, ORIGINAL PAINTED CHAIN LINK FENCING TO BE REPAIRED, PREPPED & REPAINTED (NOT PART OF PHASE 1 DEMOLITION PACKAGE)
- F9** NEW TRAFFIC ENTRANCE FOR OVERALL SITE DEVELOPMENT & RENOVATED FOOTBALL STADIUM
- F10** NEW HARDSCAPE & LANDSCAPE AREAS WITH SITE LIGHTING & SIGNAGE
- F11** NEW PARKING LOT (312 SPACES) WITH UNDERGROUND STORM WATER DETENTION WITH LIGHTING & SIGNAGE
- F12** EXISTING PLAYGROUND & BALL COURTS TO BE REMOVED
- F13** NEW PARKING LOT (56 SPACES) WITH LIGHTING & SIGNAGE
- F14** NEW ROLLING BLACK VINYL COATED CHAIN LINK FENCE & GATE SYSTEM
- F15** EXISTING ROAD TO REMAIN



CITY of ALABASTER
CONCEPTUAL SITE DESIGN for the BASEBALL FIELD
& LARRY SIMMONS STADIUM RENOVATIONS

ALABASTER, ALABAMA

DECEMBER 2, 2022



RESOLUTION 121222-E

A RESOLUTION TO ENTER AGREEMENT WITH CMH ARCHITECTS INC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF LARRY SIMMONS STADIUM AND JIM "PEANUT" DAVENPORT FIELD

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into an architectural and engineering design services agreement with CMH Architects, Inc. for the design and renovation of Larry Simmons Stadium and Jim "Peanut" Davenport Field; and

WHEREAS, the agreement will include the following:

Baseball Field Improvements as Described in Exhibit 1:

Civil Construction Documents	\$32,000.00 Lump Sum
PDES Permit Modification	\$350.00 Per Modification
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum Fee
Additional Services Hourly Rates, as Required	

Football Stadium & Field Improvements as described in Exhibit 2:

Civil Construction Documents – Restroom and Parking	\$23,000.00 Lump Sum
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum
Additional Services Hourly Rates, as Required	

WHEREAS, additional optional services as set forth in the AIA Contract from CMH Architects, Inc. which may be required; and

WHEREAS, CMH Architects, Inc. Cover Letter and AIA Contract will be considered as “Exhibit A – 1 & 2”.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Mayor Scott Brakefield and City Clerk, J. Mark Frey to sign, attest and file all documentation necessary to enter into said agreement.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



1800 International Park
Drive
Suite 300
Birmingham, AL 35243

205 / 969-2696
info@cmharch.com
cmharch.com

December 8, 2022

VIA EMAIL

bbinzer@cityofalabaster.com

Mr. Brian Binzer, AICP
City Manager
City of Alabaster
1953 Municipal Way, Suite 101
Alabaster, AL 35007

**RE: Programming Services for Proposed Improvements of Baseball and Football Fields
Alabama Highway 119 & Thompson Road in Alabaster, AL
CMH Project No. 1836**

Dear Brian:

We are pleased to present this proposal for your consideration to provide services for the following:

SCOPE

This project consists of renovations and improvements for the existing baseball and football fields as shown on the Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations dated December 2, 2022, prepared by CMH (Conceptual Site Design). In addition to the scope shown on the Conceptual Site Design, Civil Design Services are described in the following:

EXHIBIT 1: SCOPE OF SERVICES — Baseball Field Improvements dated 12.07.22 prepared by EDG

EXHIBIT 2: SCOPE OF SERVICES — Thompson School Football Stadium Improvements dated 12.07.22 prepared by EDG

(Both Exhibits are attached.)

FEE

Fee for basic services—including architectural, structural, mechanical, plumbing, and electrical design services—will be based on a percentage of the cost of work as shown on the State Fee Schedule for Type III facilities (copy of fee schedule attached). Should the scope of the work be broken into two or more phases, then each phase fee shall be computed based on the cost of the work for that phase as shown on the State Fee Schedule for Type III facilities.

Fees for Civil Services shall be as follows:

Baseball Field Improvements as Described in Exhibit 1:

Civil Construction Documents	\$32,000.00 Lump Sum
PDES Permit Modification	\$350.00 Per Modification
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum Fee
Additional Services	Hourly Rates, as Required

Football Stadium & Field Improvements as described in Exhibit 2:

Civil Construction Documents – Restroom and Parking	\$23,000.00 Lump Sum
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum
Additional Services	Hourly Rates, as Required

1800 International Park Drive Suite 300 Birmingham, Alabama 35243 Phone 205/969-2696 Fax 205/969-3930

December 8, 2022
Mr. Brian Binzer

Page 2 of 2

ASSUMPTIONS

Provisions of the Agreement Between Owner and Architect (AOA) dated November 29, 2022, shall apply to services for this project except as follows:

- Scope of services described in this proposal shall govern over services described in the AOA.
- Fees and services shown in Exhibits B & C as well as those shown in article 11.2 of the AOA shall not apply to this proposal.
- Site visits to the work during construction shall not exceed one (1) each two (2) weeks.
- Services included in the Thompson Football Stadium Demolition Package dated 12.02.22 are not included in this proposal.

Please call if you have any questions.

Sincerely,
CMH ARCHITECTS, INC

Everett Hatcher
President

cc: Scott Brakefield
Fred Hawkins
Billy Morace

ACCEPTED: CITY OF ALABASTER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Schedule of Basic Fee Rates (State Fee Schedule)
Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations 12.02.22
Exhibit 1 dated 12.07.22
Exhibit 2 dated 12.07.22



EXHIBIT 1

December 7, 2022

1.0 Scope of Services-Baseball Field Improvements

1.1 Civil Construction Documents-Baseball Field Facilities

We will develop a set of civil construction documents for the proposed site improvements associated with the baseball field facilities. Our services are provided to support/implement the scope as indicated on the Architect's site plan. These plans will be based on the information gained during the schematic design phase. We will submit the Construction Documents to the City of Alabaster for their review and approval. We will address comments provided by CMH Architects and the City of Alabaster. We will meet with CMH and any necessary City Officials as needed to work through any design issues that arise during plan approval. The Construction Documents will include the following design information, at a minimum:

- a. Demolition and Phase I Erosion Control Plan- We will create a demolition plan to depict items to be removed from the site. This includes buildings, fences, pavements, hardscapes, storm sewer infrastructure, and utility services. We will coordinate with CMH Architects, the City of Alabaster, and various utility providers during the development of the demolition plan. We will create an erosion control plan to mitigate sedimentation caused by demolition activities. Structural Best Management Practices (BMP) devices will be selected per site conditions, and will follow the specifications of the current edition of the "Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas." Specific notes and details pertaining to demolition and erosion control devices will be provided.
- b. Site Layout Plan - Plan will provide horizontal control for the layout of the proposed improvements. Those improvements are illustrated on the attached exhibits provided by CMH Architects. The plan will be based on these exhibits, and EDG's survey will be used as the basis of design. We will coordinate closely with CMH Architects during the development of the project's site plan.
- c. Site Grading and Drainage Plan-Plan will include existing and finished contours and spot elevations in flat areas and around buildings/features. Storm sewer infrastructure will be shown on the grading plan. The intent of the design will be to preserve as much existing storm sewer infrastructure as possible, adding pipe and inlets/structures as needed to accommodate runoff generated by proposed improvements.
- d. Utility Plan-Plan will include the utility service lines to support the improvements. This includes water, sanitary sewer, and electricity. We will coordinate with the project's MEP Engineer and utility providers (Alabaster Water and Environmental Services) for utility service locations at new buildings/facilities. The design of utility main extensions or relocations is excluded from our scope

120 BISHOP CIRCLE, SUITE 300, PELHAM, ALABAMA 35124 • 205-403-9158 • FAX: 205-403-9175

- e. of services as we understand that utilities are available within the site.
- e. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sedimentation at the site. BMP devices will be selected per specific site conditions and per the current edition of the "Alabama Handbook."
- f. Notes and Details-We will provide standard notes and details which pertain to the site's specific construction requirements. This includes the City's specific notes and details related to utility services.
- g. Bid Documents and Specifications-We will provide bid documents and specifications related to site/civil elements of the project. We will attend a pre-bid meeting (if required), bid opening, and pre-construction meeting.

1.2 NPDES Permit Modification

The ADEM permit (originally obtained during the football stadium demolition package) will be modified as construction progresses through various phases of the project. As more of the site is disturbed, ADEM requires that the permit be modified to accurately reflect the disturbed area and associated BMPs. Modification includes updates to the eNOI through the AEPACS system as well as revisions to CBMPP documents.

1.3 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.4 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Playing Field Turf Design, Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents	\$32,000.00 Lump Sum
2.2 NPDES Permit Modification	\$ 350.00 Per Modification
2.3 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum Fee
2.4 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- | | |
|--------------------------|-------------------|
| • Principal in Charge | \$150.00 per hour |
| • Project Manager | \$130.00 per hour |
| • Senior Design Engineer | \$120.00 per hour |
| • Project Engineer | \$105.00 per hour |
| • Engineering Drafter | \$ 85.00 per hour |
| • Expert Witness | \$250.00 per hour |

Surveying Rate Schedule

- | | |
|------------------------------------|-------------------|
| • PLS | \$125.00 per hour |
| • Field Crew | \$145.00 per hour |
| • Field Crew Construction Layout** | \$155.00 per hour |
| • Senior Drafter | \$ 95.00 per hour |
| • Drafter | \$ 85.00 per hour |

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



EXHIBIT 2

December 7, 2022

1.0 Scope of Services-Thompson School Football Stadium Improvements

1.1 Civil Construction Documents-Football Stadium Restroom Facility and Parking

We will provide civil construction documents associated with the construction of the new restroom facility and improvements to the stadium parking and storm water detention facilities. The plans will support/implement the scope as shown on the Architect's site plan. At a minimum, the construction documents will include the following:

- a. Site Layout Plan-Plan will include dimensional control for the layout of the restroom facility and parking improvements.
- b. Grading and Drainage Plan-Plan will include a detailed spot grading plan for the new restroom facility and immediately surrounding areas. We understand that the City wishes to add storm water detention capacity to the site. This is an effort to make a positive impact on known downstream flooding issues. To accomplish this, an existing above ground detention pond will be re-graded as an extension of a new parking facility and its volume of storm water storage capacity will be included in the design of a new, larger storm water detention facility. Through our discussions we understand that the new storm water detention facility will be an underground type. We will calculate the runoff generated by the site and proposed improvements, and maximize the volume of runoff that can be stored in the available site area. We will coordinate with an underground detention system provider (Contech or other/similar) for a detailed design of the underground system. A hydrology report will be provided.
- c. Utility Plan-Plan will include utility service lines for the new restroom facility. This includes water, sanitary sewer, and electricity. We will coordinate with the utility providers during the design phase. We will also coordinate with the project's electrical engineer/lighting designer for the location of site/parking lot lighting. Specific details for utilities will be provided.
- d. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sediment and erosion caused by construction activities. BMPs will be selected from the current edition of the "Alabama Handbook."
- e. Notes and Details-We will provide standard notes and details for site-related construction items.

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1.2 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

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Items specifically **NOT INCLUDED** in this scope of work include: Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

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2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents-Restroom and Parking	\$23,000.00 Lump Sum
2.2 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum
2.3 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

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Authorization by: _____

Title: _____ Date: _____

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Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



1800 International Park
Drive
Suite 300
Birmingham, AL 35243

205 / 969-2696
info@cmharch.com
cmharch.com

Item 8.

December 8, 2022

VIA EMAIL

bbinzer@cityofalabaster.com

Mr. Brian Binzer, AICP
City Manager
City of Alabaster
1953 Municipal Way, Suite 101
Alabaster, AL 35007

**RE: Programming Services for Proposed Improvements of Baseball and Football Fields
Alabama Highway 119 & Thompson Road in Alabaster, AL
CMH Project No. 1836**

Dear Brian:

We are pleased to present this proposal for your consideration to provide services for the following:

SCOPE

This project consists of renovations and improvements for the existing baseball and football fields as shown on the Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations dated December 2, 2022, prepared by CMH (Conceptual Site Design). In addition to the scope shown on the Conceptual Site Design, Civil Design Services are described in the following:

EXHIBIT 1: SCOPE OF SERVICES — Baseball Field Improvements dated 12.07.22 prepared by EDG

EXHIBIT 2: SCOPE OF SERVICES — Thompson School Football Stadium Improvements dated 12.07.22 prepared by EDG

(Both Exhibits are attached.)

FEE

Fee for basic services—including architectural, structural, mechanical, plumbing, and electrical design services—will be based on a percentage of the cost of work as shown on the State Fee Schedule for Type III facilities (copy of fee schedule attached). Should the scope of the work be broken into two or more phases, then each phase fee shall be computed based on the cost of the work for that phase as shown on the State Fee Schedule for Type III facilities.

Fees for Civil Services shall be as follows:

Baseball Field Improvements as Described in Exhibit 1:

Civil Construction Documents	\$32,000.00 Lump Sum
PDES Permit Modification	\$350.00 Per Modification
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum Fee
Additional Services	Hourly Rates, as Required

Football Stadium & Field Improvements as described in Exhibit 2:

Civil Construction Documents – Restroom and Parking	\$23,000.00 Lump Sum
Construction Administration and Reimbursables	\$5,000.00 Hourly Maximum
Additional Services	Hourly Rates, as Required

Page 2 of 2

ASSUMPTIONS

Provisions of the Agreement Between Owner and Architect (AOA) dated November 29, 2022, shall apply to services for this project except as follows:

- Scope of services described in this proposal shall govern over services described in the AOA.
- Fees and services shown in Exhibits B & C as well as those shown in article 11.2 of the AOA shall not apply to this proposal.
- Site visits to the work during construction shall not exceed one (1) each two (2) weeks.
- Services included in the Thompson Football Stadium Demolition Package dated 12.02.22 are not included in this proposal.

Please call if you have any questions.

Sincerely,
CMH ARCHITECTS, INC



Everett Hatcher
President

cc: Scott Brakefield
Fred Hawkins
Billy Morace

ACCEPTED: CITY OF ALABSTER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

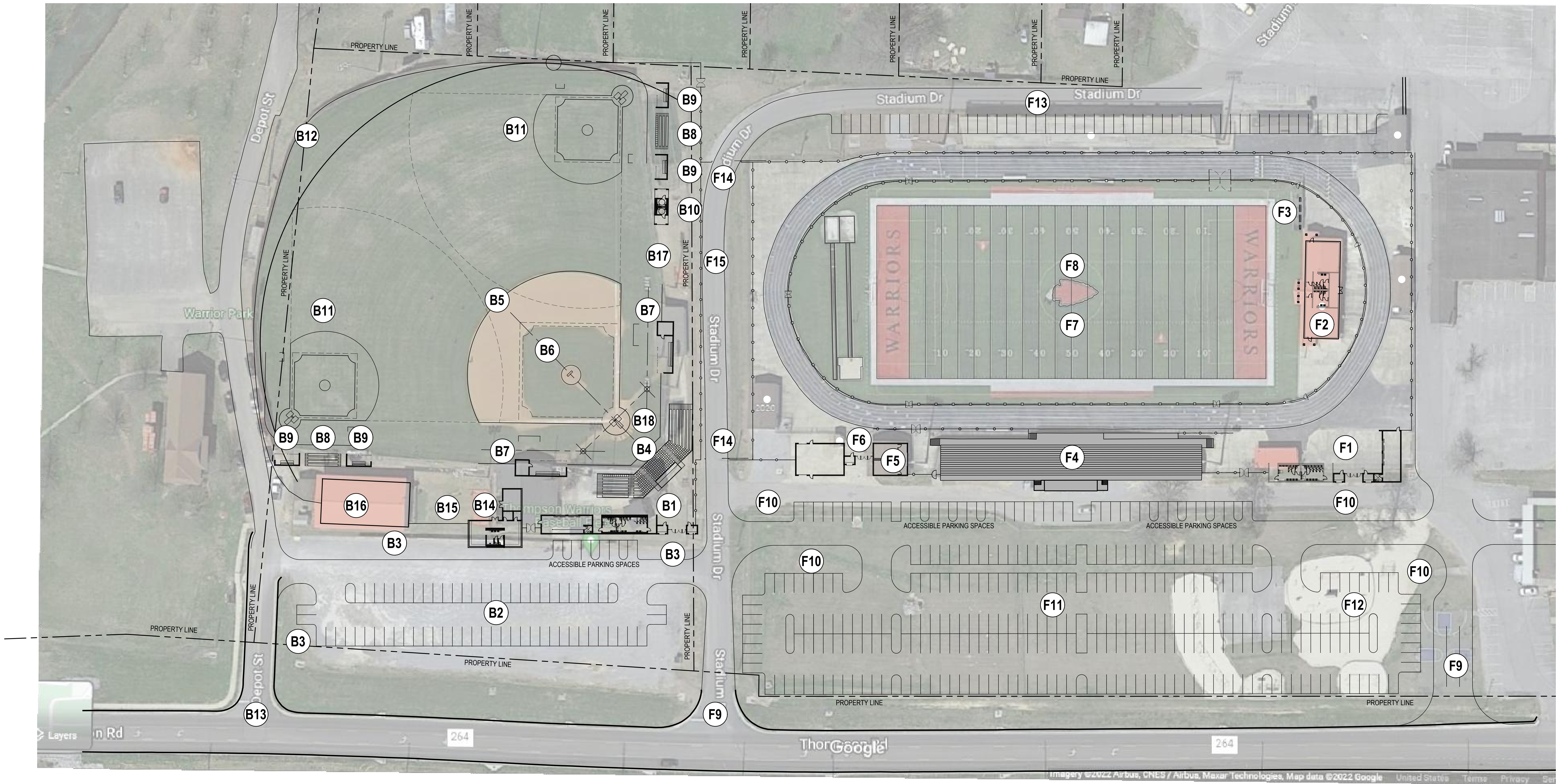
Attachments:

Schedule of Basic Fee Rates (State Fee Schedule)
Conceptual Site Design for the Baseball Field & Larry Simmons Stadium Renovations 12.02.22
Exhibit 1 dated 12.07.22
Exhibit 2 dated 12.07.22

B. SCHEDULE OF BASIC FEE RATES

Item 8.

COST OF THE WORK	FEE IN PERCENTAGE				
	BUILDING GROUP				
	I	II	III	IV	V
Up to \$100,000	8.0	9.0	10.0	11.0	12.0
100,001 to 200,000	7.0	8.0	9.0	10.	11.0
200,001 to 300,000	6.0	7.0	8.	9.0	10.0
300,001 to 400,000	5.9	6.9	7.9	8.9	9.9
400,001 to 500,000	5.8	6.8	7.8	8.8	9.8
500,001 to 600,000	5.7	6.7	7.7	8.7	9.7
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
50,000,001 to and over	2.5	3.5	4.5	5.5	6.5



SCHEMATIC SITE PLAN LEGEND

B BASEBALL FIELD

NOTE: ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE

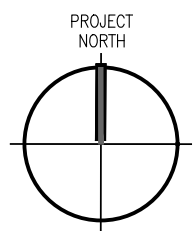
- B1** NEW CONCESSION STAND - 912 S.F., 17'-8" x 48'
NEW TOILET ROOM BUILDING - 1,060 S.F., 17'-8" x 60'
NEW TICKET OFFICE - 90 S.F. each, 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- B2** NEW PARKING LOT (70 SPACES) WITH LIGHTING & SIGNAGE
- B3** NEW HARDSCAPE & LANDSCAPE AREAS WITH SITE LIGHTING & SIGNAGE
- B4** NEW VIEWING STANDS (326 SEATS) & PRESS BOX
- B5** NEW STADIUM LIGHTING
- B6** NEW SYNTHETIC TURF AT BALLFIELDS
- B7** NEW DUGOUT WITH STORAGE
DUGOUT - 512 S.F., 15'-4" x 13'-4"
STORAGE - 205 S.F., 15'-4" x 34'-8"
- B8** NEW LITTLE LEAGUE VIEWING STAND (60 SEATS)
- B9** NEW LITTLE LEAGUE DUGOUT - 280 S.F., 12' x 23'-4"
- B10** NEW SINGLE USER TOILET ROOM BUILDING - 200 S.F., 12'-8" x 16'
- B11** NEW LITTLE LEAGUE FIELD WITH BACKSTOP & PORTABLE/TEMPORARY FENCING
- B12** EXISTING FIELD AREA AND FENCING OUTSIDE OF PROPERTY LINE
- B13** EXISTING ROADWAY FROM / ONTO THOMPSON ROAD
- B14** NEW LOCKER ROOM / STORAGE BUILDING - 1,804 S.F.
NEW TOILET AREA - 312 S.F., 17'-4" x 18'
NEW OFFICE - 77 S.F., 9'-8" x 8'
NEW LOCKER ROOMS - 477 S.F. EACH, 16'-4" x 25'-4"
NEW STORAGE - 391 S.F., 18'-4" x 21'-4" & 75 S.F., 8'-8" x 8'-8"
- B15** RENOVATE PITCHING WARM-UP AREA.
- B16** RENOVATE INDOOR BATTING CAGE FACILITY - 3,320 S.F., 41' x 81'
- B17** NEW PITCHING WARM-UP AREA.
- B18** NEW BACKSTOP

NOTE: LITTLE LEAGUE DUGOUTS & VIEWING STANDS ARE LOCATED ON THE SAME SIDE OF FIELD DUE TO EXTENDING BEYOND THE PROPERTY LINE (NORTHEAST & SOUTHWEST CORNERS) & INTO THE ROADWAY (SOUTHWEST CORNER) IF THEY ARE LOCATED ON EACH SIDE OF FIELD.

F FOOTBALL FIELD

NOTE: ALL BUILDING AREAS AND DIMENSIONS ARE APPROXIMATE

- F1** NEW CONCESSION STAND - 912 S.F., 17'-8" x 48'
NEW TOILET ROOM BUILDING - 1,060 S.F., 17'-8" x 60'
NEW TICKET OFFICE - 90 S.F. each, 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- F2** RENOVATE FIELD HOUSE, APPROXIMATE AREA & SIZE - 2,880 S.F., 90' x 32'
- F3** RENOVATE EXISTING SCORE BOARD
- F4** RENOVATE EXISTING VIEWING STANDS - CONCRETE REPAIR, PREPPING & PAINTING OF HANDRAILS, GUARDRAILS & ORIGINAL FENCING
- F5** EXISTING TOILET ROOM BUILDING - 960 S.F.; 32' x 30'
REPAIR WATER DAMAGE AND REPAINT
- F6** NEW STORAGE BUILDING - 1,360 S.F., 45'-4" x 30'
NEW TICKET OFFICE - 90 S.F., 8'-4" x 10'-8",
NEW ENTRY GATE/FENCE
- F7** NEW STADIUM, TRACK & HARDSCAPE LIGHTING
- F8** EXISTING FOOTBALL FIELD, TRACK & ALL FENCING TO REMAIN, ORIGINAL PAINTED CHAIN LINK FENCING TO BE REPAIRED, PREPPED & REPAINTED (NOT PART OF PHASE 1 DEMOLITION PACKAGE)
- F9** NEW TRAFFIC ENTRANCE FOR OVERALL SITE DEVELOPMENT & RENOVATED FOOTBALL STADIUM
- F10** NEW HARDSCAPE & LANDSCAPE AREAS WITH SITE LIGHTING & SIGNAGE
- F11** NEW PARKING LOT (312 SPACES) WITH UNDERGROUND STORM WATER DETENTION WITH LIGHTING & SIGNAGE
- F12** EXISTING PLAYGROUND & BALL COURTS TO BE REMOVED
- F13** NEW PARKING LOT (56 SPACES) WITH LIGHTING & SIGNAGE
- F14** NEW ROLLING BLACK VINYL COATED CHAIN LINK FENCE & GATE SYSTEM
- F15** EXISTING ROAD TO REMAIN



CITY of ALABASTER
CONCEPTUAL SITE DESIGN for the BASEBALL FIELD
& LARRY SIMMONS STADIUM RENOVATIONS

ALABASTER, ALABAMA

DECEMBER 2, 2022



December 7, 2022

1.0 Scope of Services-Baseball Field Improvements

1.1 Civil Construction Documents-Baseball Field Facilities

We will develop a set of civil construction documents for the proposed site improvements associated with the baseball field facilities. Our services are provided to support/implement the scope as indicated on the Architect's site plan. These plans will be based on the information gained during the schematic design phase. We will submit the Construction Documents to the City of Alabaster for their review and approval. We will address comments provided by CMH Architects and the City of Alabaster. We will meet with CMH and any necessary City Officials as needed to work through any design issues that arise during plan approval. The Construction Documents will include the following design information, at a minimum:

- a. **Demolition and Phase I Erosion Control Plan-** We will create a demolition plan to depict items to be removed from the site. This includes buildings, fences, pavements, hardscapes, storm sewer infrastructure, and utility services. We will coordinate with CMH Architects, the City of Alabaster, and various utility providers during the development of the demolition plan. We will create an erosion control plan to mitigate sedimentation caused by demolition activities. Structural Best Management Practices (BMP) devices will be selected per site conditions, and will follow the specifications of the current edition of the "Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas." Specific notes and details pertaining to demolition and erosion control devices will be provided.
- b. **Site Layout Plan -** Plan will provide horizontal control for the layout of the proposed improvements. Those improvements are illustrated on the attached exhibits provided by CMH Architects. The plan will be based on these exhibits, and EDG's survey will be used as the basis of design. We will coordinate closely with CMH Architects during the development of the project's site plan.
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Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Playing Field Turf Design, Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents	\$32,000.00 Lump Sum
2.2 NPDES Permit Modification	\$ 350.00 Per Modification
2.3 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum Fee
2.4 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

• Principal in Charge	\$150.00 per hour
• Project Manager	\$130.00 per hour
• Senior Design Engineer	\$120.00 per hour
• Project Engineer	\$105.00 per hour
• Engineering Drafter	\$ 85.00 per hour
• Expert Witness	\$250.00 per hour

Surveying Rate Schedule

• PLS	\$125.00 per hour
• Field Crew	\$145.00 per hour
• Field Crew Construction Layout**	\$155.00 per hour
• Senior Drafter	\$ 95.00 per hour
• Drafter	\$ 85.00 per hour

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



December 7, 2022

1.0 Scope of Services-Thompson School Football Stadium Improvements

1.1 Civil Construction Documents-Football Stadium Restroom Facility and Parking

We will provide civil construction documents associated with the construction of the new restroom facility and improvements to the stadium parking and storm water detention facilities. The plans will support/implement the scope as shown on the Architect's site plan. At a minimum, the construction documents will include the following:

- a. Site Layout Plan-Plan will include dimensional control for the layout of the restroom facility and parking improvements.
- b. Grading and Drainage Plan-Plan will include a detailed spot grading plan for the new restroom facility and immediately surrounding areas. We understand that the City wishes to add storm water detention capacity to the site. This is an effort to make a positive impact on known downstream flooding issues. To accomplish this, an existing above ground detention pond will be re-graded as an extension of a new parking facility and its volume of storm water storage capacity will be included in the design of a new, larger storm water detention facility. Through our discussions we understand that the new storm water detention facility will be an underground type. We will calculate the runoff generated by the site and proposed improvements, and maximize the volume of runoff that can be stored in the available site area. We will coordinate with an underground detention system provider (Contech or other/similar) for a detailed design of the underground system. A hydrology report will be provided.
- c. Utility Plan-Plan will include utility service lines for the new restroom facility. This includes water, sanitary sewer, and electricity. We will coordinate with the utility providers during the design phase. We will also coordinate with the project's electrical engineer/lighting designer for the location of site/parking lot lighting. Specific details for utilities will be provided.
- d. Erosion Control Plan-Plan will include the necessary structural BMP devices for the control of sediment and erosion caused by construction activities. BMPs will be selected from the current edition of the "*Alabama Handbook*."
- e. Notes and Details-We will provide standard notes and details for site-related construction items.

1.2 Construction Administration and Reimbursable Expenses

We will be available to the project team during the construction phase of the project. We will attend OAC meetings and provide responses to contractor-generated RFIs. We have budgeted two site visits per month for the duration of the project, with an assumed project construction time of 6 months. We have also assumed that we will spend approximately 5 hours per month coordinating with the Architect and Contractor regarding CA items. A budget estimate is provided in Section 2.0.

1.3 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Lighting Design, Hardscape Design, Survey Services, Geotechnical Engineering, Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls, Landscape Design, Storm Water Monitoring, Utility Main Relocation and any Off-Site Improvements other than those included within the scope of services. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with this scope of services. A signature block is provided on the following page.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Civil Construction Documents-Restroom and Parking	\$23,000.00 Lump Sum
2.2 Construction Administration and Reimbursables	\$ 5,000.00 Hourly Maximum
2.3 Additional Services	Hourly Rates, as Required

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Wade H. Lowery P.E., Alabama License #27002

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

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• Project Manager	\$130.00 per hour
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• Expert Witness	\$250.00 per hour

Surveying Rate Schedule

• PLS	\$125.00 per hour
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• Senior Drafter	\$ 95.00 per hour
• Drafter	\$ 85.00 per hour

**Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."

Having previously been introduced on November 14, 2022, Council Member _____ introduced the following Ordinance which was seconded by Council Member _____.

Item 9.



ORDINANCE 22-169

**AN ORDINANCE TO PREZONE PROPERTY RONALD S. DAVENPORT, JR.
LOCATED AT 13 PARK DRIVE TO R-3 (SINGLE FAMILY RESIDENTIAL)**

**THE PUBLIC GOOD REQUIRING IT, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ALABASTER, ALABAMA AS FOLLOWS:**

WHEREAS, on October 3, 2022, **Ronald S. Davenport, Jr.** did file with the City Planner a petition asking that should said tract or parcel of land, located at 13 Park Drive, be annexed to, and become a part of the City of Alabaster, Alabama; then such property be pre-zoned to B-3 District pursuant to Ala. Code § 11-52-85.

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on October 25, 2022, and did recommend to the Council that said property be zoned to R-3 District without condition should same be annexed.

WHEREAS, said property is identified as:

Lot 31, according to the Survey of Park Forest Subdivision First Sector, as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama

That this proposed Ordinance was advertised for two (2) weeks in the Shelby County Reporter, a newspaper of general circulation within the City Limits of the City of Alabaster as required by law, and that the City Council of the City of Alabaster, at its Public Hearing on December 12, 2022 at 7:00 p.m., considered said proposed Ordinance and that at such time and place all persons who desired had an opportunity to be heard in favor of or in opposition to such Ordinance.

THEREFOR, Be it Ordained that the Zoning Ordinance of the City of Alabaster, Alabama and the zoning map adopted therewith, is hereby amended to pre-zone the parcels of property recited herein to show that immediately upon annexation into the City of Alabaster said property shall be zoned to R-3 District.

All other items and provisions of the Zoning Ordinance of the City of Alabaster not herein specifically amended shall remain in full force and effect.

This Ordinance shall become effective upon its passage and execution as provided by law.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER, ALABAMA

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



ORDINANCE 22-170

AN ORDINANCE TO ALTER AND REARRANGE THE CORPORATE LIMITS
OF THE CITY OF ALABASTER, ALABAMA BY ANNEXING 13 PARK DRIVE

WHEREAS, on October 3, 2022, **Ronald S. Davenport, Jr.** did file with the City Planner a petition asking that said tracts or parcels of land, located at 13 Park Drive, be annexed to and become a part of the City of Alabaster, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Alabaster; and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed into the City of Alabaster and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ALABASTER, ALABAMA, AS FOLLOWS:

Section 1. The Council of the City of Alabaster, Alabama, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Alabaster, Alabama.

Section 2. The boundary lines of the City of Alabaster, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory hereto before encompassed by the corporate limits of the City of Alabaster, Alabama, and in addition thereto the following described territory, to-wit:

Lot 31, according to the Survey of Park Forest Subdivision First Sector, as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama

Section 3. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified petition of the property owners, shall be filed with the Probate Judge of Shelby County, Alabama.

Section 4. The territory has been pre-zoned as R-3 (Single Family Residential) District and subject to all uses of the property consistent with its use in the county prior to its annexation shall be allowed until said property is rezoned pursuant to the laws of the State of Alabama and the Zoning Ordinance of the City of Alabaster, Alabama.

Section 5. The territory is hereby assigned to **Ward 6** for purposes of municipal elections.

Section 6. The territory described in this ordinance shall become a part of the corporate limits of Alabaster, Alabama, upon passage and adoption by the City Council of the City of Alabaster, Alabama and the publication of this ordinance as set forth in Section 3, above.

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor