

AGENDA

CALL TO ORDER

ROLL CALL

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

AGENDA ITEMS:

1. Larry Simmons Stadium Renovation - Bid Review

Review updated bid received for the renovation of Larry Simmons Stadium.

2. Alabaster Boulevard Repaving - Bid Review

Review bids received for the Alabaster Boulevard Repaving project.

3. Environmental Services Department - Solids Handling Building Improvements

Review - Agreement for Engineering Services for a new Belt Press and Renovations to the Solids Handling Building located at the WWTP at a cost not to exceed \$253,500. (Resolution 042423-A Authorizing Agreement with Engineers of the South)

4. Review: Professional Services Contract with Poole and Company Architects for remodeling of the Power Trip Building and our existing Sewer Admin Building

Review: Contract includes survey, programing, scope and cost estimate for the remodeling of the of the Power Trip Building and the current Admin office. (Resolution 042423-D Authorizing a Professional Services Agreement with Poole and Co Architects - WWTP Renovation Design)

5. Streetlight Approval for Mallard Landing Subdivision Phase 3

Authorizing Agreement with Alabama Power for 8 streetlights within the Mallard Landing Subdivision Phase 3 at a cost estimate of \$110.80 per month. (Resolution 042423-B Streetlight Approval for Mallard Landing Subdivision Phase 3)

6. BOE Appointment Place 2 Review

Appointment to the Alabaster School Board Place 2 with a term expiring June 2028. (Resolution 042423 BOE Appointment Place 2)

7. Declaring a Garbage Truck and Various Items as Surplus

Declaring surplus items within various departments within the City of Alabaster. (Resolution 042423-C Declaring Items within Various Departments as Surplus)

8. Gone Fishin' Not Just Wishin' Funding Request

Review request to support the Exceptional Anglers event, Gone Fishin', Not Just Wishin', at Oak Mountain State Park on May 10-12, 2023. The event teaches basic fishing skills to students with special needs from Alabaster and Pelham city schools and the Shelby and Jefferson county. (Resolution 042423-E Authorizing Funding for 2023 Gone Fishin Not Just Wishin Event)

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>

Larry Simmons Football
Alabaster, AL
Date: April 13, 2023

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Only Delivered to Job Site

Football Field (360 X 160) Bid day price\$192,000.00

Value Engineering Deducts:

1. Purchasing Direct under Sourcewell, Deduct \$15,360 from above price
2. Reduce Light Levels down to 40FC, Deduct \$18,000
3. Total final cost if both deducts are accepted.....\$158,640.00

Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc for original bid or 40Fc for VE option
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Payment Terms

If accepted Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: Jimmy.Jumper@musco.com



All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Site voltage and phase to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115mph, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, or any power company fees.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com





RESOLUTION 100520-G

A RESOLUTION TO ENTER AGREEMENT WITH MUSCO SPORTS LIGHTING LLC. RELATING TO THE LARRY SIMMONS STADIUM RENOVATION

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 agreement with Musco Sports Lighting LLC for lighting equipment for the Larry Simmons Stadium Project; and

WHEREAS, the purpose of the project is to provide the City of Alabaster with advanced and energy efficient lighting for Larry Simmons Stadium; and

WHEREAS, said agreement with **Musco Sports Lighting LLC** will not require bidding due to being purchased through the Sourcewell Purchasing Cooperative (Contract Number 071619-MSL) at a cost of **\$158,640.00**.

WHEREAS, said agreement includes equipment to provide lighting for the Football Field (360 X 160) with 40 foot-candles of lighting across the field.

BE IT RESOLVED that the City Council of the City of Alabaster hereby authorizes Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to 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 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

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

Item 1.



RESOLUTION 042423-G

A RESOLUTION AWARDING THE BID TO CLEMENTS DEAN BUILDING COMPANY FOR RENOVATION OF LARRY SIMMONS STADIUM

WHEREAS, The City Council of the City of Alabaster, Alabama has adopted the fiscal year 2023 budget funding certain projects including the renovation of Larry Simmons Stadium; and

WHEREAS, the Mayor and City Council of the City of Alabaster wish to provide safe and efficient family outdoor amenities and exercise facilities; and

WHEREAS, following a bid opening on April 6th, only one (1) bid was received. Pursuant to Alabama Code § 39-2-6(b), the work was negotiated with the only bidder as follows:

Contractor	Total - Base Bid
Clements Dean Building Co.	\$6,700,000.00
Envelope Deduct	-\$ 703,000.00
Total Adjusted Base Bid	\$5,997,000.00
Value Engineering	-\$1,303,780.00
Total VE Final Bid	\$4,693,220.00

WHEREAS, the Building and Engineering Department and CMH Architects have recommended awarding the bid for renovation of Larry Simmons Stadium to **Clements Dean Building Company** in the amount of **\$4,693,220.00**.

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

1. The City Council awards the bid to Clements Dean Building Co. and authorizes renovation of Larry Simmons Stadium in an amount not to exceed \$4,693,220.00.
2. The City Council acknowledges the Finance Director, if needed, may make the necessary general fund expense line adjustments to stay in fiscal balance.
3. The City Council also permits Scott Brakefield, Mayor, and Mark Frey, City Clerk, to execute and attest all documentation necessary to complete this transaction.

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

ADOPTED AND APPROVED THIS 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

April 20, 2023

Honorable Scott Brakefield, Mayor
City of Alabaster
1953 Municipal Way
Alabaster, AL 35007

SENT VIA EMAIL

**RE / Bid Recommendation Letter & Certified Bid Tabulation
City of Alabaster
Larry Simmons – Football Stadium Renovations
CMH Project No. 1836.61/A1**

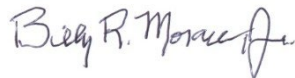
Dear Mayor Brakefield:

This letter certifies that bids for the above-referenced project were received, opened, and read publicly on Thursday, April 4, at 2:30 p.m. at the City of Alabaster, 1st Floor Conference Room, 1953 Municipal Way, Alabaster, AL 35007.

We received one (1) bid for the project. The attached Certified Bid Tabulation Form is a true and accurate summary of the bid received. The amount of the base bid received for the project from Clements Dean Building Company, LLC. was \$5,997,000.00. Since Clements Dean Building Company, LLC was the only bid received, CMH and the City's staff were able to work with the contractor to reduce the bid through a value engineering process. The amount of the reduction through this process to the base bid is \$1,303,780.00. See attached the list of value engineering items that were accepted to reduce the bid.

Based on our review of the bid documents, tabulation of bids received, references of Clements Dean Building Company, LLC and their proposed subcontractors, their schedule of values, their list of their proposed project subcontractors, and the attached list of value engineering reductions, CMH recommends that the City of Alabaster accept the adjusted base bid for the project from Clements Dean Building Company, LLC and approve a contract for the project in the amount of **\$4,693,220.00**. Please let us know if you and the City Council approves award of a construction contract for the City of Alabaster- Larry Simmons Football Stadium Renovations to Clements Dean Building Company, LLC and we will prepare the necessary contracts for your review and execution. Please let us know if you have any questions.

Sincerely,
CMH ARCHITECTS, IN C.



Billy R. Morace, Jr.
Project Manager

CC: Brian Binzer
Fred Hawkins
Mark Frey
Tim Hamm
Earnest Clark
Everett Hatcher
Steve Kinney
Joan Parker

Attachments: Certified Bid Tabulation
Clements Dean Building Company, LLC Bid Documents
Clements Dean Building Company, LLC Post Bid Submittals
Value Engineering Reductions from the Bid

BID TABULATION

PROJECT NAME: Larry Simmons Football Stadium Renovation

PROJECT NUMBER: 1836.61

DATE:	April 4, 2023
TIME:	2:30:00 PM CST
LOCATION:	City of Alabaster, City Hall – Downstairs Conference Room 1953 Municipal Way, Alabaster, AL 35007

CONTRACTORS	License No. on Envelope	Bid Signed	Acknowledge Addendum 1-6	Bid Security	Envelope Adjustment	Base Bid	Total Adjusted Bid	Alternate No. 1 – pole vault & long jump pit removal	Alternate No. 2 – resin floor & base in Bldg. FA Restrooms	Alternate No. 3 – new vinyl-coated chain-link fence at stadium	Alternate No. 4 – new vinyl-coated chain-link fence & gate at Fence Type I	Alternate No. 5 – mill & overlay existing asphalt track	Alternate No. 6 – seal-coat existing asphalt track	Alternate No. 7 – installation of new water tap at main	Alternate No. 8 – installation of new sanitary sewer lateral	Notes
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
Clements Dean Building Company LLC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Deduct \$703,000.00	\$6,700,000.00	\$5,997,000.00	Add \$187,158.00	Add \$14,362.00	Deduct \$12,110.00	Deduct \$10,950.00	Add \$76,508.00	Add \$16,107.00	Add \$94,857.00	Add \$83,069.00	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												

Sworn and subscribed before me this 20th day of April, 2023

Notary Public

Billy Morace
 Typed or Printed Name and Title of Architect or Engineer

Signature





Larry Simmons Football Stadium
Initial Schedule of Values

<u>ITEM</u>	<u>SOV</u>
Mobilization, Insurance, Bonds, Permits	\$ 85,200.00
General Conditions	\$ 582,700.00
Div. 2 - Demo, Sitework, Fenc., Paving, Utilities, Curbs, Etc.	\$ 787,200.00
Div. 3 - Concrete	\$ 420,900.00
Div. 4 - Masonry	\$ 698,000.00
Div. 5 - Steel	\$ 265,700.00
Div. 6 - Carpentry, Trusses, & Millwork	\$ 228,000.00
Div. 7 - Roofing, Wall Panels, Air Barrier, Sealants	\$ 580,600.00
Div. 8 - Doors & Windows	\$ 97,000.00
Div. 9 - Framing, Gyp Board, Ceilings, & Finishes	\$ 264,600.00
Div. 10 - Specialties	\$ 111,500.00
Div. 11 - Food Service Equipment	\$ 76,000.00
Div. 15 - Mechanical & Plumbing	\$ 663,600.00
Div. 16 - Electrical & Sports Lighting	\$ 961,000.00
Allowances	\$ 175,000.00
TOTAL:	\$ 5,997,000.00

Larry Simmons Football Stadium

Initial List of Subcontractors & Suppliers

4/6/2023

<u>SCOPE</u>	<u>SUBCONTRACTOR</u>
Interior Demo	Ambipar (former One Stop Environmental)
Exterior Demo, Grading & Storm Sewer	Hill Contractors or CDBC
Fencing	Tusco Inc
Asphalt Paving	Norris Paving
Curb & Gutter	Woodham Concrete
Concrete	MT Concrete
Masonry	TBD
Steel Fabrication	Fabweld
Steel Erection	GT Erectors
Rough Carpentry & Trusses	Eagle Framing
Millwork	Southern Woodsmith
Air Barrier & Sealants	RCS
Roofing & Metal Siding	Quality Architectural Metal & Roofing
Doors, Frames, Hardware	Wagstaff Taylor & Assoc.
Overhead Doors	Overhead Door Company of Bham
Window Supplier	Ready-Access
Drywall Systems & Ceilings	Bob Roberts & Company, Inc.
Resinous Flooring & Walls	MC's Painting & Decorating, Inc.
Painting & Sealed Concrete	PCI of Chelsea
Canopy	Tennessee Valley Metals
Kitchen Equipment	Bresco
Plumbing & Site Utilities	Alabama Plumbing
HVAC	Premier Service Company
Electrical & Sports Lighting	Titan Electric

JUSTIN RYAN DEAN

EDUCATION

AUBURN UNIVERSITY, Auburn, AL
Bachelor of Science in Biomedical Sciences 2005
Masters of Business Administration 2006

CERTIFICATIONS & TRAINING

OSHA 10 Hour Construction Training Integrated Systems Fall Protection Certification
 OSHA 30 Hour Construction Training Rough Terrain Fork-Lift Safety Certification
 First Aid CPR AED Certification

EXPERIENCE

CLEMENTS DEAN BUILDING COMPANY, Wilsonville, AL

Managing Partner 2014 - Current

- Notable Projects include:
 - Thompson (Alabaster) High School Packages #4 Athletic Complex, Fields, Stadium (~\$21.6 million)
 - Thompson (Alabaster) High School Packages #2 & #3 Arena, Gyms, Auditorium, Etc. (~\$25 million)
 - Grantswood Community Elementary School Addition (~\$11.3 million)
 - Columbiana Arts & Performance Center (~\$10.9 million)
 - Bessemer City Hall (~\$6 million)
 - Diehl Aerospace New Repair Facility & Warehouse Renovation (~\$3.1 million)
 - Cordova City Hall & Police Station (~\$3.5 million)
 - Sylacauga High School Phase 3 Addition (~\$4.7 million)
 - University of Montevallo Stephens College of Business (~\$4 million)
 - New Shelby County Services Building Hwy. 280 (~\$12.2 million)

Superintendent/Project Manager/Safety Director 2007 - 2013

- Perform “take-offs”, solicit bids from vendors and subcontractors, and create proposals.
- Project manage and assist with project management duties on various projects. Work includes creating/processing pay applications, material invoices, transmittals, submittals, change orders, RFI’s, close-out documents, scheduling, progress meetings, problem solving, coordination with Architects/Owners/Engineers/Inspectors, and supporting Superintendents.
- As Superintendent, duties include meeting job schedules, coordination of subcontractors/vendors, layout, progress meetings, quality control, coordination of labor forces, carpentry, reporting and miscellaneous labor/equipment operation.
- Conduct safety orientations for new employees, modified safety program, coordinate safety program with field crew, handle employee safety records, and conduct safety inspections.
- Some notable projects include:
 - Crossville Elementary School, Co-Project Manager \$11.9 million
 - Bessemer High School & Athletic Complex, Assistant Project Manager \$11.1 million
 - Sheraton Birmingham Tower, Lobby, Health Club Renovation, Superintendent \$6.8 million
 - UAB Lister Hill Library 4th Floor Build-out, Superintendent/Project Manager \$1.7 million
 - Northside Fire Station No. 3 (Clanton, AL), Project Manager \$1.6 million
 - Eastern Valley Fire Station 500, Project Manager \$1.4 million

STONE BUILDING COMPANY, Birmingham, AL Summers of 1999, 2000, 2002, 2003, and 2004
Construction Laborer/Operator

SKILLS, ATTRIBUTES, & RECOGNITIONS

- Outstanding oral and written communication
- Proficient in Microsoft Word, Excel, Sage 100, SureTrak Project Manager, Submittal Exchange, Newforma Info Exchange, Box Software, E-Builder Software, STACK Estimating Software, ProjectManager.com
- Exceptional leadership abilities
- Capable of successfully handling multiple projects simultaneously
- Self-motivated and takes pride in work
- Strong sense of ethics
- Named to AGC’s “Top 40 Under 40 in Construction” for 2018

Education

Auburn University, The McWhorter School of Building Science

B.S. in Building Construction, August 2020

Honors: *College of Architecture, Design, & Construction Dean's List - Spring 2015, Summer 2018, Fall 2019*

Experience

Clements Dean Building Co., Project Manager, (2020 – Present), Wilsonville, AL

- Assists with estimating, submittals, RFI's, change order requests, cost control, purchasing, scheduling, and collaboration with Architects, Engineers, and Owners.
 - Notable Projects Include:
 - City of Chelsea Splash Pad, Concessions, and Restroom Buildings
 - Mac Gray Park 2020 Improvements
 - Duran Jr. High North Additions & Renovations
 - Jefferson County Sheriff's Training Center

Batson-Cook Construction, Intern, (2020), West Point, GA

- Collaborated with the project team on the Grace Presbyterian Church in Columbus, GA
- Verified layout dimensions in field for concrete pours, checked window and door rough openings, quantified concrete for pours, installed KDAT columns on porches, and coordinated subs with Superintendent's directions.
- Reviewed submittals, ordered materials, performed takeoffs, assessed and consolidated pay application backup, and solicited bids for future project.

Cooper Construction, Intern, (2018 - 2019), Birmingham, AL

- Collaborated with various project managers within the company on their respective jobs throughout the country.
- Reviewed submittals, coordinated documents with architects/owners/subs, consolidated subcontracts, updated various logs, and assisted in procurement of materials and subcontractors.
- Assisted the Preconstruction and Estimating department with bids for different Design Build projects.
- Collaborated with estimating team on bid day; scoped out certain trades to deliver to manager for final number.

Brasfield & Gorrie, Intern, (2017), Atlanta, GA

- Worked with Project Management team on the City Springs Apartments project; Project involved a North & South Building with work being performed concurrently.
- Assisted the team with accounting for windows & doors, performing the punch lists, updating drawings.
- Completed necessary safety walks with team.
- Collaborated with supervisors in weekly progress reports.
- Worked under a Project Manager for the Academy of Scholars project (addition to a private elementary school) and handled RFI's and Submittals, coordinating with subs, updating folders for the job, and updating drawings for the job.
- Completed takeoff through BlueBeam, scoped the subs out, and helped plug numbers into the budget.

Skills

- Software Experience - Microsoft Office Professional package, Prolog, BlueBeam, On Screen Takeoff, Plangrid, STACK estimating, ProjectManager.com scheduling
- Experience with drone aviation
- OSHA 30 Hour Certification

Zakariah Heffner

6491 Highway 51 • Wilsonville, AL 35186 • 205-855-9731 • zheffner@clementsdean.com

EDUCATION

Community College of the Air Force – Montgomery, AL
Associates of Science: Construction Technology

EXPERIENCE

Clements Dean Building Company 2021 – Present
Superintendent

- Notable Projects Include:
 - Mountain Brook Youth Complex (\$3.25 million)
 - Patriot Park Alabaster (\$4.1 million)

United States Air Force – Eielson AFB, AK 2017 - 2021
Construction Project Manager

- Coordinated construction planning, material resourcing and staff scheduling to smoothly complete millions of dollars of military installation projects
- Maintained project timelines by reviewing, coordinating and consolidating submittals with project engineers
- Monitored and developed projects from conceptual phase through construction

United States Air Force – PHRB, Jordan 2017-2018
Construction Surveyor

- Sole surveyor for 190,400 sf, \$1.9M aircraft parking apron
- Utilized software programs to prepare drawings, maps, and plans for construction projects
- Completed assessments, measuring boundaries and notable landmarks
- Determined grades, laid out project, and guided labor crews using specialized equipment and mathematical calculations
- Reviewed reports, plans, estimates and calculations for accuracy

United States Air Force – Holloman AFB, NM 2015 - 2017
Construction Inspector

- Maintained up-to-date knowledge of inspection techniques, codes, ordinances and regulations
- Conducted inspections of buildings, equipment and grounds for deficiencies, including potential health, safety and code violations

Clements Dean Building Company & Randy Clements – Wilsonville, AL 2005- 2012
Construction/Farm Laborer

- Learned basic construction skills as well as built the solid foundation of a good worker
- Maintained clean and organized job sites
- Maintained 58 acre estate, to include barns, horse stables, miles of fencing, riding rings, lakefront and owner's home
- Used various tools and machinery, including hand tools and heavy machinery such as skid steers, graders, tractors, loaders, lifts, etc in order to complete tasks

CERTIFICATIONS & TRAINING

- OSHA 30 hr. Safety Certification
- Rough Terrain Forklift Certification
- Surveying including Trimble Total Station & Global Navigation Systems
- Aerial Lift Certification
- Formerly Certified as a Contingency Airfield Pavement Evaluator
- CDL Driving Certification

JERRY M. GILLIS
6479 County Road 437
Cullman, Alabama 35057

Telephone: (205) 913-0107

Cell: (205) 212-4087

QUALIFICATIONS:

Development and implementation of safety training and orientation programs for construction and general industry including fall protection, hazcom, bloodborne pathogens, evacuation, electrical lockout/tagout, excavation, accident and fire prevention, asbestos abatement, security procedure design and implementation, mining safety and health. Experienced in OSHA Compliance and reporting, OSHA citation defense, MSHA, NFPA Fire Codes, EPA Regulations, and Workmen's Compensation. Work history includes completion of a variety of projects in the fields of nuclear power, petrochemical and chemical, coal gasification, industrial and manufacturing, mining and metals, paper pulp and finishing throughout the continental United States, Saudi Arabia and Algeria.

EDUCATION:

Michigan State University (1959-1961); Lake Michigan College (1973-1975); Itawamba (MS) Junior College (1981-1982)

CONTINUING EDUCATION:

Georgia Tech Crane Safety	MSHA 24-Hour Instructor Course: Mining Safety
OSHA Excavation Training	MSHA 40-Hour Mine Safety & Health Admin. US Dept. Of Labor Certified MSHA Instructor
NSC Hazard Communication	OSHA 30-Hour Construction Safety
AGC Supervisor Training	Fred Pryor Seminar "How to Handle People with Tact and Skill"
Certified Asbestos Abatement Supv.	OSHA Compliance & Workplace Safety
OSHA & NSC Health Hazards; Bloodborne Pathogens; ADA; Process Safety Mgmt; Ergonomics & CTS	The Basic of Accident Prevention & OSHA Compliance
Texas A&M Excavation & Trenching	Crane Safety Training
UAB - Bloodborne Pathogens	Electrical Safety Training
Ergonomics & CTS	First Aid/CPR/AED Instructor
Americans With Disability Act	Previously was an OSHA Certified Outreach Trainer for 10-Hour and 30-Hour courses (did not re-certify for 2014)
OSHA Record Keeping	
Alabama Worker's Compensation Regulations	
OSHA 40-Hour Course: Foundry Safety	

PROFESSIONAL MEMBERSHIPS:

American Society of Safety Engineers (Secretary Tennessee Valley Chapter 1995-96)
National Safety Management Society
American Industrial Hygiene Association
Former Chairman, Safety Committee of ABC Alabama Chapter

ARTICLES PUBLISHED:

Regular contributor for safety articles to Alabama Construction News, an Alabama magazine specifically for the construction industry.

Former Editor for ABC's bi-monthly Safety E-Newsletter.

EMPLOYMENT HISTORY:

Self-Employed – Gillis Safety Services, LLC - Safety consultant for construction and general industry.
9/06 to Present

Brice Building Company, Inc. - Safety Director with responsibility for five divisions; appx. 750 employees; appx. \$350 Million annual construction revenue.
7/99 to 9/06

Citation Foam Casting - Safety Manager at iron foundry using lost foam process; responsible for safety, environmental, worker compensation for plant employing appx. 150 people.
6/97 to 7/99

Lockwood Greene Engineers - Project Safety Manager on construction of \$500 mm grass roots, 2.2 mm ton per year EAF based steel making facility
9/95 - 5/97

Chiyoda International Corporation - Safety Manager on construction of polymerization plant in Decatur, Alabama
12/92 - 9/95

Birmingham Western Corporation - Corporate Safety, Personnel Director and Asbestos Abatement Supervisor on demolition project for U.S. Steel
1/92 - 11/92

J.T. Schrimsher Construction Company, Inc. - Personnel/Safety Director for Huntsville, Alabama-based construction company
6/87 - 11/91

Self-Employed Safety Consultant - Safety/Security/Personnel consultant to general industry and construction throughout Midwest
2/85 - 6/87

Blount Brothers Corporation/Blount International, LTD. - Senior Safety Representative for construction of lock and dam project; Safety Supervisor on paper pulp mill construction project
3/81 - 2/85

Bechtel Power - various Nuclear Power Plants over 4 separate employment contracts, the last of which was at Susquehanna, Pennsylvania from 6/78 to 3/81.



Larry Simmons Football Stadium

V.E. Option List

4/20/2023

No.	ITEM	SCOPE	Total VE Deduct
1	Delete UG Roof Drainage	Delete underground HDPE roof drainage pipe from buildings FA & FE that ties into storm pipe. Instead, install per the plumbing plans to spill out on grade	(\$7,400)
2	Curb & Gutter @ North Parking	Delete 18" curb & gutter at the north parking area	(\$10,660)
3	Asphalt @ North Parking	Delete paving at north parking	(\$64,445)
4	Alternate #3 Fencing	Accept alternate #3 to provide new chainlink fabric at the stadium instead of sandblasting & painting the existing fabric.	(\$12,110)
5	Modified Alternate #4 Fencing	Change all aluminum fencing/gates to black vinyl chain link fencing except the fencing & gates between the 2 FA buildings.	(\$6,210)
6	Decrease the Contingency Allowance Amount	Decrease the contingency allowance amount from \$125,000 to \$50,000	(\$75,000)
7	Delete the Liquidated Damages	Remove the liquidated damages from the project	(\$30,000)
8	Synthetic Turf Patching	Delete the money allocated to patch the synthetic turf where electrical would need to run to the gameclocks and where the demo of the existing scoreboard could damage it.	(\$10,000)
9	Bollard Covers	Delete the reliance foundry bollard covers and change to 6" galvanized steel pipe bollards at locations shown. Chains could still be included at the desired locations	(\$7,000)
10	Topsoil/Seed	Delete any topsoil & seed. It is assumed the owner could handle this work or work into future package.	(\$20,000)
11	Use 'Labor Only' Mason	Use 'labor only' mason similar to one who performed CMU & brick at Patriot Park and Thompson High School Athletics Package.	(\$203,000)
12	Thru-Wall Flashing	Change from stainless steel thru-wall flashing to membrane with stainless drip edge	(\$6,000)
12	Foam Fill Insulation	Delete foam fill insulation in exterior CMU	(\$2,500)
13	Stone Veneer to Metal Panels	Delete the ArrisCraft stone at buildings (FA, FB, FC, & FD) & HVAC screen wall and replace with metal wall panels, insulation, & z-girts to finished grade. The ArrisCraft at the exterior benches will remain in scope.	(\$71,000)
15A	Steel Sign Structure @ Ticket Booth	Delete steel structure/sign from ticket booth area.	(\$10,025)
16	Fire-Treated Lumber	Furnish pressure treated lumber in lieu of furnishing fire-treated lumber	(\$14,100)
17	Metal Roofing Panel Change	Change metal roofing from 16" TiteLoc panels to 18" SnapClad panel system.	(\$5,500)
18	Delete Deck Board	Delete additional deck board under TPO roof called out in specs. The protection board remains in the scope.	(\$3,050)
20	Roof Metal Fabrication	Change from specified prefabricated metal to shop formed metal roofing/trim.	(\$5,000)
21	Plumbing Piping	Change interior cast iron piping to PVC.	(\$1,500)
22	HVAC Redundant Scope	Delete redundant scope of grease duct & fly fan between FSE & HVAC subcontractor	(\$6,000)



Clements Dean

BUILDING COMPANY

23	HVAC RTU-1	Change RTU-1 to standard efficiency in lieu of high efficiency. Economizer & coil guards to be field installed versus factory. Delete hinged access panels, convenience outlet and stainless drain pan. Delete manufacturer labor warranty.	(\$3,800)
24	Electrical Wiring	Change wire insulation from USE to THHN.	(\$5,680)
26	Sports Field Lighting	Change from 50 foot-candles to 40 foot-candles on Musco Lighting.	(\$18,000)
26	Sports Field Lighting Materials	Delete materials (40 foot-candle lights) from scope to be paid for by Owner. Demo and installation of lights remains in scope.	(\$174,000)
27	Storage Building "FE"	Delete storage building "FE" from scope. Include site utilities roughed in to within 5' of building. Building "FE" could be included in future package. *Will feed panel PP-TB and PL Roadway lighting from PP-FB panel. Lighting & heat trace will remain at dumpster enclosure. Instant heater will be added to dumpster pad for required hot water at can wash.	(\$193,500)
28	Modify "FC" Fieldhouse Scope	Change FC fieldhouse scope to leave structure (slab, walls, and ceilings), plumbing, and mechanical as is. Scope to remain includes exterior work as shown, interior cleaning, floor waxing, interior painting, and replacing light fixtures.	(\$338,300)

Total VE: (\$1,303,780)



PROPOSAL

Larry Simmons Football Stadium
City of Alabaster
ARCHITECT: CMH - Project #1836.61
BID DATE: 4/6/2023 @ 2:30
BID LOCATION: 1953 Municipal Way Alabaster, AL 35007
Clements Dean Building Company, LLC
5455 Hwy 51 Wilsonville, AL 35186
GC License #39567 - U - BC; E; MU-S: Recreational Areas, Sidewalks;
SC: Athletic Fields, Irrigation, Landscaping

BA

BASE BID - Add To / Deduct From	<u>0</u>	<u>\$703,000</u>
Alt #1 - Add To / Deduct From	<u>0</u>	
Alt #2 - Add To / Deduct From	<u>0</u>	
Alt #3 - Add To / Deduct From	<u>0</u>	
Alt #4 - Add To / Deduct From	<u>0</u>	
Alt #5 - Add To / Deduct From	<u>0</u>	
Alt #6 - Add To / Deduct From	<u>0</u>	
Alt #7 - Add To / Deduct From	<u>0</u>	
Alt #8 - Add To / Deduct From	<u>0</u>	

City of Alabaster
Larry Simmons Football Stadium
Renovations

CMH Architects, Inc.

1836.61

SECTION 00 4100 - BID FORM FOR LUMP SUM CONTRACTS

Place:City of Alabaster City Hall downstairs Conference Room, 135 Municipal Way, Alabaster, Alabama 35007

Date:03-30-2023 at 2:00 PM local time

CMH Project No.:1836.61

Proposal of Clements Dean Building Company, LLC (hereinafter called "Bidder") (a (state) Alabama corporation/ a partnership/ an individual - ~~strike out inapplicable terms doing business as~~ Clements Dean Building Company, LLC) to the City of Alabaster (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Larry Simmons Football Stadium Renovations having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 130 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 13 of the General Conditions and further defined in the Supplemental Conditions.

Bidder acknowledges receipt of the following addendum:

The bidder acknowledges receipt of the following Addenda Nos. 1 through 6.

Bidder acknowledges by initials [Signature] that he/she has read the Specification Section 01 2100- Allowances and has included/cost of same in the bid.

Base Proposal:

Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of six million and seven hundred thousand dollars (\$ 6,700,000).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES (refer to Specification Section 01 2300 - Alternates):

Alternate No. 1\$ 187,158 Add/Deduct

1836.61

CMH Architects, Inc.

City of Alabaster
Larry Simmons Football Stadium
Renovations

Alternate No. 2	\$	14,362	Add/Deduct
Alternate No. 3	\$	-12,110	Add/Deduct
Alternate No. 4	\$	-10,950	Add/Deduct
Alternate No. 5	\$	76,508	Add/Deduct
Alternate No. 6	\$	10,107	Add/Deduct
Alternate No. 7	\$	94,857	Add/Deduct
Alternate No. 8	\$	83,069	Add/Deduct

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The apparent low bidder shall submit to the Architect within **24 hours** of bid opening, information as follows:

List of subcontractors, manufacturers of major equipment, vendors, with description of work for each.

Schedule of Values – Dollar Value of subcontractors and purchase orders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the Bid Documents.

BID SECURITY

The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and Evidence of Insurance as stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to comply.

STATEMENT OF UNDERSTANDING/AUTHORIZED SIGNATURE:

It is hereby acknowledged that a Bidder submitting a proposal accepts all provisions of the contract documents as part of any contract or purchase resulting there from. It is further acknowledged that the undersigned has read and fully understands the entire Advertisement for Bid, for Larry Simmons Football Stadium Renovations .March 16, 2023

City of Alabaster
Larry Simmons Football Stadium
Renovations

CMH Architects, Inc.

1836.61

Signed and sealed this 6th day of April, 2023.

Name of Bidder: Clements Dean Building Company, LLC

Business Address: 5455 Hwy 51

City/State/Zip: Wilsonville, AL 35186

Telephone: 205-678-4295

Authorized Signature: 

Printed Name: Justin Dean

Title: Managing member

Date: 4/6/2023

STATE OF (Alabama)

COUNTY OF (Shelby)

Sworn to and subscribed before me this 6th Day of April, 2023.

Notary Public: 

My Commission Expires: 6/30/2026

Attachments: Bid Bond or Cashier's Check

OWNER:

Printed Name:

Date:

City of Alabaster
Larry Simmons Football Stadium
Renovations

CMH Architects, Inc.

1836.61

SECTION 00 4321 - ATTACHMENT 'A' TO BID FORM- ACCOUNTING OF SALES TAX

To: City of Alabaster

Date: 03-30-2023

Name of Project: Larry Simmons Football Stadium Renovations

SALES TAX ACCOUNTING


Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID	\$	<u>260,000</u>
Alternate #1	\$	<u>9,000</u>
Alternate #2	\$	<u>600</u>
Alternate #3	\$	<u>600</u>
Alternate #4	\$	<u>-500</u>
Alternate #5	\$	<u>3,000</u>
Alternate #6	\$	<u>800</u>
Alternate #7	\$	<u>4,000</u>
Alternate #8	\$	<u>3,500</u>

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Clements Dean Building Company, LLC
Mailing Address 5455 Hwy 51 Wilsonville, AL 35186

*By (Legal Signature) 
*Name (type or print) Justin Dean
*Title Managing Member
Date 4/6/2023
Telephone Number 205-678-4295

Date 4/6/2023
STATE OF (Alabama)
COUNTY OF (Shelby)

Sworn to and subscribe before me this 6th day of April, 2023

Notary Public 
My Commission Expires: 6/30/2026

**ATTACHMENT 'B' TO PROPOSAL
 FORM
 UNIT PRICES**

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

Clarification Note: The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Unit Prices shall be figured at the same unit price whether additive or deductive.

Unit Price No.	ITEM	UNIT PRICE
01	Excavate, haul off and replace unsuitable soils	38 /CY
02	Furnish and install # 57 stone	60 /CY
03	Remove and replace unsuitable soils with lean concrete	160 /CY
04	Furnish and install 3/4" tongue and groove plywood roof decking	125 / Sheet
05	Furnish and install 2x wood decking or framing.	3.75 / Board Ft.
06	Furnish and install 14" 4" thick reinforced concrete sidewalk. <i>4" per unit price spec</i>	6.50 / sq ft
07	Furnish and install Misc steel	12,000 / ton

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Clements Dean Building Company, LLC
5455 Highway 51
Wilsonville, AL 35186

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
An IL Corporation

OWNER:

(Name, legal status and address)

City of Alabaster
1953 Municipal Way, Suite 201
Alabaster, AL 35007

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of Amount Bid Not to Exceed Ten Thousand Dollars and 00/100 (5% NTE \$10,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Larry Simmons Football Stadium Renovations, City of Alabaster, 2020 Stadium Drive, Alabaster, Alabama 35007
Architect Project Number: 1836.61
City of Alabaster Project Number: 267-22-2884

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

Init.

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User Notes:

(3B9ADA35)

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of March, 2023.



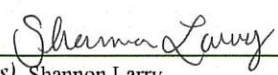
(Witness)

Clements Dean Building Company, LLC

(Contractor as Principal) (Seal)



(Title) Managing Member



(Witness) Shannon Larry

Fidelity and Deposit Company of Maryland

(Surety) (Seal)



(Title) Mark W. Edwards, II, Attorney-in-Fact

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark W. Edwards, II, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:56:43 CT on 03/27/2023 under Order No. 4104240693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Mark W. Edwards II

(Signed)

Mark W. Edwards, II, Attorney-in-Fact

(Title)

March 27, 2023

(Dated)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL and Anna CHILDRESS, all of Birmingham, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of June, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 20th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of March, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

STATE OF ALABAMA

BID LIMIT:	U	LICENSE NO.:	39567
AMOUNT:	UNLIMITED	TYPE:	RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CLEMENTS DEAN BUILDING CO LLC
WILSONVILLE, AL 35186

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, E: ELECTRICAL, MU-S: RECREATIONAL AREAS, MU-S: SIDEWALKS, SC: ATHLETIC FIELDS, SC: IRRIGATION, SC: LANDSCAPING

until **October 31, 2023** when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of November, 2022

189684

Michael B. Tate
SECRETARY-TREASURER

Charles A. Tate
CHAIRMAN



Company ID Number: 422111

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Clements Dean Building Company, LLC, (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 422111

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 422111

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 422111

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Clements Dean Building Company, LLC.	
Tracy L Brasher Name (Please Type or Print)	Samantha Hardy Title
Administrative Assistant	
Electronically Signed Signature	06/10/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	06/10/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Clements Dean Building Company, LLC.
Company Facility Address:	5455 Hwy 51
	Wilsonville, AL 35186
Company Alternate Address:	5455 Hwy 51
	Wilsonville, AL 35186
County or Parish:	SHELBY
Employer Identification Number:	202175493



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North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • ALABAMA 1 site(s) 	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	<i>Samantha Hardy</i>	
Telephone Number:	Tracy L. Brasher (205) 678 - 4295	Fax Number: (205) 678 - 4299
E-mail Address:	tbrasher@clementsdean.com <i>s Hardy</i>	



April 11, 2023

J. Mark Frey, CPM, City Clerk
The City of Alabaster, Alabama
1953 Municipal Way
Alabaster, AL 35007

**Subject: CERTIFIED BID TABULATION
ALABASTER BOULEVARD PAVEMENT REMEDIATION
THE CITY OF ALABASTER, ALABAMA
InSite Project No. 22117.00**

Dear Mr. Frey:

At 2:30 p.m. on Thursday, April 6, 2023 bids were received for the above referenced project. Four (4) bids were received and are summarized as follows:

<u>Contractors</u>	<u>Base Bid Amount</u>
Chilton Contractors, Inc.	\$7,101,806.03
Dunn Construction Company	\$9,460,915.00
Massey Asphalt Paving, LLC	\$7,051,382.50
Wiregrass Construction Company, Inc.	\$7,417,594.50

A certified bid tabulation has been enclosed for your review.

If you have any questions or need any additional information, please give us a call at 205-733-9696.

Sincerely,

InSite Engineering, LLC
Timothy R. Rylee, P.E.

Enclosures Certified Bid Tabulation
 Sign in Sheet
Copy All Bidders; InSite File 22117.00/6.3



Item 2.

THE CITY OF ALABASTER, ALABAMA
ALABASTER BOULEVARD PAVEMENT REMEDIATION
INSITE PROJECT NO. 22117.00

Bid Tabulation
Thursday, April 6, 2023

BASE BID				Chilton Contractors, Inc. License No. 21589 "U"		Dunn Construction Company License No. 8 "U"		Massey Asphalt Paving, LLC* License No. 46580 "U"		Wiregrass Construction Co., Inc. License No. 6957 "U"	
Item No.	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Asphalt Wearing Surface (1.5" Thick Overlay), Furnished and Installed (Per Square Yard)	33,350	SY	\$ 10.83	\$ 361,180.50	\$ 11.50	\$ 383,525.00	\$ 10.60	\$ 353,510.00	\$ 8.55	\$ 285,142.50
2	Full Depth Build-Up Asphalt Paving, Furnished and Installed (Per Square Yard)	19,100	SY	\$ 51.32	\$ 980,212.00	\$ 72.00	\$ 1,375,200.00	\$ 62.20	\$ 1,188,020.00	\$ 49.30	\$ 941,630.00
3	Asphalt Milling, as Required (Per Square Yard)	33,350	SY	\$ 3.33	\$ 111,055.50	\$ 2.00	\$ 66,700.00	\$ 10.00	\$ 333,500.00	\$ 2.70	\$ 90,045.00
4	Asphalt Leveling, Furnished and Installed (Per Ton)	1,500	Tons	\$ 130.00	\$ 195,000.00	\$ 145.00	\$ 217,500.00	\$ 150.00	\$ 225,000.00	\$ 102.85	\$ 154,275.00
5	Level Adjustments for Manhole Ring and Cover, and for Water Valve Boxes, Furnished and Installed (Per Lump Sum)	1	LS	\$ 11,111.11	\$ 11,111.11	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 106,000.00	\$ 106,000.00
6	Temporary Roadway Striping and Signage, Furnished and Installed (Per Lump Sum)	1	LS	\$ 28,600.00	\$ 28,600.00	\$ 15,000.00	\$ 15,000.00	\$ 12,100.00	\$ 12,100.00	\$ 111,650.00	\$ 111,650.00
7	Permanent Roadway Striping, Furnished and Installed (Per Lump Sum)	1	LS	\$ 38,346.00	\$ 38,346.00	\$ 45,000.00	\$ 45,000.00	\$ 38,346.00	\$ 38,346.00	\$ 108,566.00	\$ 108,566.00
8	Permanent Roadway Signage, Furnished and Installed (Per Lump Sum)	1	LS	\$ 27,225.00	\$ 27,225.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00
9	Undercut, Export, and Legally Dispose of Unsuitable Material (Per Cubic Yard)	49,950	CY	\$ 15.83	\$ 790,708.50	\$ 24.20	\$ 1,208,790.00	\$ 23.35	\$ 1,166,332.50	\$ 24.10	\$ 1,203,795.00
10	Imported Dense-Graded Base Material, Furnished and Installed (Per Cubic Yard)	37,500	CY	\$ 64.50	\$ 2,418,750.00	\$ 91.50	\$ 3,431,250.00	\$ 55.93	\$ 2,097,375.00	\$ 57.55	\$ 2,158,125.00
11	Import Soil; Backfill; and Fine Grading, Furnished and Installed (Per Cubic Yard)	1,000	CY	\$ 20.00	\$ 20,000.00	\$ 29.00	\$ 29,000.00	\$ 20.40	\$ 20,400.00	\$ 90.30	\$ 90,300.00
12	Surge Stone, Furnished and Installed (Per Cubic Yard)	5,650	CY	\$ 55.00	\$ 310,750.00	\$ 78.00	\$ 440,700.00	\$ 55.35	\$ 312,727.50	\$ 57.00	\$ 322,050.00
13	Tensor TX5 Geogrid, Furnished and Installed (Per Square Yard)	105,000	SY	\$ 6.50	\$ 682,500.00	\$ 9.25	\$ 971,250.00	\$ 4.66	\$ 489,300.00	\$ 4.35	\$ 456,750.00
14	Edge Drains, Various Sizes, Furnished and Installed (Per Linear Foot)	700	LF	\$ 28.83	\$ 20,181.00	\$ 45.00	\$ 31,500.00	\$ 36.14	\$ 25,298.00	\$ 44.80	\$ 31,360.00
15	Cross Drains, Various Sizes, Furnished and Installed (Per Linear Foot)	350	LF	\$ 44.70	\$ 15,645.00	\$ 70.00	\$ 24,500.00	\$ 69.71	\$ 24,398.50	\$ 46.75	\$ 16,362.50
16	Clay Ditch Checks, Furnished and Installed (Per Each)	10	EA	\$ 2,000.00	\$ 20,000.00	\$ 3,500.00	\$ 35,000.00	\$ 2,500.00	\$ 25,000.00	\$ 1,529.35	\$ 15,293.50
17	Single Wing Curb Inlet, Furnished and Installed (Per Each)	30	EA	\$ 10,256.83	\$ 307,704.90	\$ 9,000.00	\$ 270,000.00	\$ 2,750.00	\$ 82,500.00	\$ 6,300.00	\$ 189,000.00
18	Double Wing Curb Inlet, Furnished and Installed (Per Each)	10	EA	\$ 10,485.85	\$ 104,858.50	\$ 10,000.00	\$ 100,000.00	\$ 3,200.00	\$ 32,000.00	\$ 7,350.00	\$ 73,500.00
19	Concrete Curb and Gutter Repair, Furnished and Installed (Per Linear Foot)	6,250	LF	\$ 45.63	\$ 285,187.50	\$ 58.00	\$ 362,500.00	\$ 27.50	\$ 171,875.00	\$ 63.00	\$ 393,750.00
20	Demolition of Concrete Curb and Gutter, Miscellaneous Concrete, Miscellaneous Asphalt, Etc. (Per Lump Sum)	1	LS	\$ 33,352.84	\$ 33,352.84	\$ 50,000.00	\$ 50,000.00	\$ 225,000.00	\$ 225,000.00	\$ 100,000.00	\$ 100,000.00
21	Concrete Safety Nose, Furnished and Installed (Per Lump Sum)	1	LS	\$ 31,968.75	\$ 31,968.75	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00
22	Landscaping, Furnished and Installed (Per Lump Sum)	1	LS	\$ 79,750.00	\$ 79,750.00	\$ 46,000.00	\$ 46,000.00	\$ 14,500.00	\$ 14,500.00	\$ 105,000.00	\$ 105,000.00
23	Traffic Control, Furnished and Installed (Per Lump Sum)	1	LS	\$ 57,518.57	\$ 57,518.57	\$ 105,000.00	\$ 105,000.00	\$ 25,400.00	\$ 25,400.00	\$ 125,000.00	\$ 125,000.00
24	Erosion Control, Furnished and Installed (Per Lump Sum)	1	LS	\$ 120,200.36	\$ 120,200.36	\$ 175,000.00	\$ 175,000.00	\$ 126,800.00	\$ 126,800.00	\$ 250,000.00	\$ 250,000.00
25	Unforeseen Conflict Allowance	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total Amount Base Bid				\$	7,101,806.03	\$	9,460,915.00	\$	7,051,382.50	\$	7,417,594.50

***LOW BIDDER**

Notes:

1. Massey Asphalt Paving, LLC had mathematical errors in their BAsE Bid on the bid form. The errors effected the Total Amount of the Base Bid amount for the job bid. The corrected amount is reflected in this tabulation, highlighted in orange, and is calculated based upon the summation of the quantity times the unit price of each bid item.

I hereby certify that the above is a true and accurate tabulation of the bids received at the City Hall Conference Room of the City of Alabaster at 2:30 p.m. on Thursday, April 6, 2023, for the Alabaster Boulevard Pavement Remediation in Alabaster, Alabama, Project No. 22117.00.

By: Timothy R. Rylee, P.E.



4/11/2023

April 5, 2023

Mr. Fred Hawkins, PE
Director of Building, Engineering & Environmental Services
1953 Municipal Way
Alabaster, AL 35007

Re: Alabaster WWTP – Solids Handling Building Improvements

Dear Fred:

Engineers of the South, LLC (EOS) is pleased to provide the City of Alabaster with this proposal for engineering services. This project consists of improving the existing solids handling equipment at the existing Alabaster Wastewater Treatment Plant (WWTP). This project will improve the reliability, capacity and efficiency of the solids handling process operations as well as improvements to the existing metal building.

The City selected Concept #2 from the preliminary report and the project improvements will generally include:

- Expansion of the existing metal building to include a restroom, storage and electrical room.
- The interior renovation of the existing metal building. Note that we will review the cost effectiveness of renovation verses new building.
- Addition of one (1) new 2.0 meter belt filter press with a dedicated polymer feed system.
- Two (2) new WAS Feed pumps – type / brand to be determined during design – add revised WAS Feed piping.
- Provide dedicated polymer feed area with storage for totes.
- Existing overhead doors to remain but new electric motors to be considered.
- All new electrical within building.
- Providing termination to the Owner provided SCADA system. Type of termination (fiber optic, CAT6 or discreet) shall be discussed during design. All SCADA improvements are excluded from this proposal and shall be provided by the Owner separate from this proposal.

This proposal specifically excludes:

- Architectural design – including but not limited to Life Safety Plans, Code Review Plans, etc.
- Raising the finished floor elevation of the existing building.
- Electrical improvements beyond the existing building.
- SCADA improvements of any kind. All SCADA improvements shall be by Owner.
- FEMA or US Corps of Engineers permitting for Flood Plain related issues.
- Permitting.
- Environmental review.
- Structural review of existing structures / buildings.

Based on the preliminary concepts provided, the preliminary construction cost estimate for this project is \$2.3 million. In general, the proposed project includes the following (complete scope located in Attachment A):

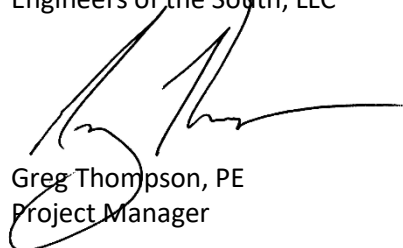
- The Preliminary Phase (excludes surveying as the City provided a whole site survey) is hourly engineering time to:
 - Visit additional example belt filter press and WAS Feed Pump installations with City Personnel (if desired).
 - Review manufacturer proposals (BDP), coordinate changes to proposal and to select and size the specific equipment selected.
 - Review the existing electrical infrastructure to ensure adequate capacity for new equipment.
 - Coordinate the design with the existing and conceptual future downstream unit processes.
- The Design Phase will produce a complete set of Contract Documents, Plans, and Specifications ready to bid.
- The Bidding Phase includes advertising, Pre-Bid Meeting, answering questions, producing Addenda as required, Bid Opening, and Recommendation of Award.
- The Construction Phase includes the Pre-Construction Conference, part-time construction observation (estimated at half of construction time), concrete testing, submittal review, monthly pay request review, change orders as required, and record drawings upon completion.

Proposed compensation:

• Preliminary Phase	Hourly NTE:	\$ 12,500.00	Time: 60 days
• Design Phase	Lump Sum:	\$159,000.00	Time: 150 days
• Bidding & Construction Phases	Hourly NTE:	\$ 79,500.00	
• Construction Survey Stakeout	Hourly NTE:	<u>\$ 2,500.00</u>	
	Project Total:	\$253,500.00 (maximum)	

We are available to begin work immediately and appreciate this opportunity to assist the City of Alabaster. If you have any questions concerning this proposal, please call me at our Pelham office or on my cell phone at (205) 516-0816.

Sincerely,
Engineers of the South, LLC



Greg Thompson, PE
Project Manager

Attachments: A – Scope / Typical Types of Engineering Services
B – Schedule of Rates and Fees
C – Articles of Employment

CC: File: X:\EOS Projects\Alabaster\AL-2202 - WWTP Solids Handling\Proposal\AL-2202 Solids Handling Proposal (2023-04-05).docx

Acceptance of Proposal:
City of Alabaster

Signature

Date: _____

ATTACHMENT A

ENGINEERS OF THE SOUTH LLC & CITY OF ALABASTER ALABASTER WWTP UV IMPROVEMENTS

SCOPE/TYPICAL TYPES OF ENGINEERING SERVICES

The Engineer agrees to provide the following types of services for the proposed project:

- 1.0 PRELIMINARY PHASE SERVICES – Typical items of work include:
 - 1.1 Attending necessary meetings and providing consultations with the Owner for clarification of the Owner’s requirements or concerns and each project’s scope.
 - 1.2 Advising the Owner as to the necessity of data or services which are not part of Engineer’s services and assisting the Owner in obtaining such data and services.
 - 1.3 Completing topographic surveys, surveys of processes/hydraulic controls, and record drawings of the project areas to development digital base maps for use in the subsequent design phase.
 - 1.4 Completing legal land surveys including the establishment of boundaries or easements, preparation of land or easement acquisition documents, and related surveys.
 - 1.5 Completing soil investigations including test borings, sampling, analysis and professional interpretations by geologist.
 - 1.6 Completing the conceptual work necessary for the development of Preliminary Engineering Memorandums when appropriate to form the basis or scope of the proposed improvements to be designed.
 - 1.7 Completion of engineering reports, evaluations, or alternative comparisons which will, as appropriate, contain schematic layouts, sketches, overall operational concepts, cost estimates, etc.
 - 1.8 Conducting site visits to other facilities with the Owner to evaluate equipment.

- 2.0 DESIGN PHASE SERVICES – Typical items of work include:
 - 2.1 On the basis of the accepted preliminary design documents and the opinions of probable project cost, complete preparation of Plans, Bid Documents, Contract Documents, and Specifications per City of Alabaster Standards.
 - 2.2 Prepare Contract Documents for review and approval by OWNER, its legal counsel or other advisors and assist in the preparation of other related documents.
 - 2.3 Preparation of basic documents to receive construction bids. This may include contract forms, general conditions, supplementary conditions, invitations to bid, and instructions to bidders.

- 3.0 BIDDING PHASE SERVICES – Commencing with the Project’s advertisement for bids, typical items of work include:
- 3.1 Furnishing and distributing sufficient copies of the Contract Documents including; bidding requirements, technical specifications, and drawings to the Owner and prospective bidders.
 - 3.2 Attending pre-bid meetings to visit the site and review overall project requirements with prospective bidders.
 - 3.3 Maintenance of a list of Contractors in receipt of Contract Documents.
 - 3.4 Distributing Contract documents to plan rooms as a reimbursable expense.
 - 3.5 Providing required services during bidding, including response to bidder’s questions, issuing addenda, attending and leading a pre-bid meeting, attending the bid opening, assisting the Owner in evaluating bids, bid tabulation, bid conformance evaluation, and Engineers recommendation.
 - 3.6 Providing consultation and advice to Owner as to the acceptability of sub-contractors and others proposed by the prime contractor, when requested by Owner.
 - 3.7 Providing consultation with and advice to the Owner concerning substitutions of materials or equipment suggested by the contractor prior to the award of the contract.
- 4.0 CONSTRUCTION PHASE SERVICES – Construction administration services under this phase are typically undertaken following award of the construction contract and include:
- 4.1 The Engineer will participate in a Pre-Construction Conference prior to commencement of Construction at the Site.
 - 4.2 Providing consultations and advice to the Owner during construction.
 - 4.3 Preparation of elementary and supplemental sketches (job sketches) required to address construction changes or problems due to actual field conditions encountered.
 - 4.4 Checking submittals and shop drawings provided by the contractor for general conformity of design concept and general compliance with the information given in the contract documents. Note that corrections or comments made by the Engineer on the shop drawings during this review will not relieve the Contractors from compliance with requirements of the drawings and specifications. The Contractors will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer’s review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or

equipment will meet the performance criteria required by the Contract Documents.

- 4.5 Reviewing laboratory, shop, and mill test reports.
 - 4.6 Issuing necessary clarification of the contract documents, prepare change orders, require special inspections or testing of the work and make recommendations as to the acceptability of the work.
 - 4.7 Processing the Contractor's estimated payment requests by reviewing the request to the best of the Engineer's knowledge and belief and recommend issuance of such payments by the Owner. Note that the issuance of a Certificate for Payment shall not be a representation that the Engineer has made exhaustive or continuous inspections to (1) check the quality or exact quantity of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
 - 4.8 Observing initial operation of the project.
 - 4.9 Making a final review and report on completion of the project, including recommendations concerning final payment to the contractor and release of retainage.
 - 4.10 Authorizing minor changes in the Work that do not involve an adjustment in the contract price or time which are consistent with the intent of the original Plans, Specifications, and Contract Documents.
 - 4.11 Producing record drawings using information collected on-site and provided by the construction Contractor. Record Drawings will be provided to the Owner as hard copies (full or half size Plans) and as an electronic file (PDF format).
 - 4.12 The Engineer shall have no responsibility for any contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall Engineer have any authority or responsibility to stop or direct the work of any contractor. However, Engineer shall have the authority to reject work which does not conform to the Contract Documents.
 - 4.13 Providing Warranty Assistance following issuance of Contractor's substantial completion of project construction. Note that the Engineer's level of effort will consist of assisting the Owner with construction Contractor and Manufacturer warranty-related claims.
- 5.0 ADDITIONAL SERVICES – The following types of services can be provided (some by subcontract) if needed and requested by the Owner but they are typically referred to as additional services.
- 5.1 Materials testing provided by a testing laboratory/geotechnical engineering firm during construction.
 - 5.2 Representation of Owner in any legal proceedings which are not the sole fault of the Engineer.

- 5.3 Completing changes in the Engineer's designs through no fault of the Engineer, or redesigning for the Owner's convenience after previous direction or approval.
- 5.4 Negotiations with contractor, subcontractors, or vendors for pricing of the project after competitive bids are received.
- 5.5 Rebidding of the project due to changes requested by the Owner or contract negotiation through emergency or other orders as issued by the Owner without receiving competitive bids.
- 5.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, by failure of performance of either the Owner or Contractor under the Contract for Construction, or by late completion of the Construction project.
- 5.7 Completing permits, requirements for permitting, Stormwater Pollution Prevention Plans, and/or requirements for grant or regulatory approval such as: wetland delineations, wetland mitigations, archaeological surveys or studies, consultations or activities related to the impacts on endangered species, or any services associated with these tasks.
- 5.8 Providing personnel for full time, on-site engineering observation of the work of the contractor as construction progresses. The extent of the engineering observation has been assumed for the estimated fees. If additional construction observation services are requested by the Owner they can be incorporated into this Contract by written addendum. Note that the Engineer does not guarantee the performance of the Contractor by the Engineer's performance of such construction observation. The Engineer's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents and shall not impose upon the Engineer any obligation to see that the work is performed on time and in a safe manner.
- 5.9 Identifying, consulting with, and analyzing requirements of governmental authorities having jurisdiction relevant to the Assignment. Consultations, discussions and meetings (if necessary) with regulatory agencies including, but not limited to, the Alabama Department of Environmental Management, TVA, Corps of Engineers, ALDOT, US Fish & Wildlife, State Historic Preservation Office, Alabama Department of Conservation, and the preparation of any supplemental engineering reports required by these agencies for completion of the project, project funding, and/or project permitting.

ATTACHMENT B

SCHEDULE OF RATES AND FEES – CITY OF ALABASTER

(Effective April 1, 2019)

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the professional services offered:

<u>Classification</u>	<u>Rate/Hour</u>
Principal Engineer	\$158.00
Senior Project Manager	\$116.00
Project Manager	\$98.00
Project Engineer	\$77.00
Civil Designer	\$72.00
Senior CADD Technician	\$64.00
CADD Technician	\$58.00
Administrative Assistant	\$37.00
Professional Soil Classifier	\$85.00
Senior Field Representative	\$74.00
Field Representative	\$62.00

<u>Travel Classifications</u>	<u>Rate</u>
Automobile Travel (Field Representatives or non-local only)	Current IRS Rate
Other Travel and Subsistence Expenses (lodging, meals, air travel, etc.)	Cost + 10%
Sub-Consultant Services	Cost + 10%
Outside Printing Fees	Cost + 10%
Other Reimbursable Expenses	Cost + 10%

*Rates are subject to be updated once annually.

ATTACHMENT C

ENGINEERS OF THE SOUTH LLC & CITY OF ALABASTER ALABASTER WWTP UV IMPROVEMENTS

ARTICLES OF EMPLOYMENT

ARTICLE 1 - EMPLOYMENT OF THE ENGINEER

- 1.1 The Owner agrees to retain the Engineer, and the Engineer agrees to perform professional engineering services as may be requested by the Owner, for the operation, maintenance, and improvements to its municipal infrastructure facilities.
- 1.2 These services will conform to the requirements and standards of the Owner, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions.
- 1.3 For services rendered by Engineer, the Owner agrees to pay the Engineer compensation as stated in approved Contract Agreement. Engineering services included in this Agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer. Sub-consultant agreements are subject to approval by the Owner, and approval may be withheld at Owner's discretion.

ARTICLE 2 - PAYMENTS

- 2.1 The Owner shall pay the Engineer on a lump sum fee or hourly rate basis as provided for in the Proposal Letter or Contract Agreement.
 - 2.1.1 Payments for services provided on an hourly fee basis shall be at the rates shown in ATTACHMENT B for each classification of the Engineer's personnel. These hourly rates will be subject to increase annually with the first increase effective on or about January 2021. Reimbursable expenses will be paid as outlined in Paragraph 2.1.2.
 - 2.1.2 Unless otherwise provided for in the Contract Document, subcontract and reimbursable expenses incurred by Engineer that are directly attributable to performance of Engineer's professional services, will be billed as shown in ATTACHMENT B and paid by the Owner in addition to the agreed upon hourly rates and/or lump sum amounts. Reimbursable expenses include, but are not limited to:
 - Mileage for field personnel and for out-of-town travel by office personnel.
 - Other out-of-town travel and subsistence expenses.
 - Amounts paid for sub-consultant services.
 - Outside printing and plotting fees.
 - Other reimbursable expenses such as presentation material preparation, mail/courier expenses, advertising costs, etc. when approved in advance by Owner.
- 2.2 Payment will be made on a monthly basis, based upon statements submitted by the Engineer for the estimated percent complete on lump sum items, the actual time spent on the project for hourly work, and the actual expenses incurred by the Engineer while providing the services described in this agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- 3.1 In connection with the projects, the Owner's responsibilities shall include, but not be limited to, the following:
- 3.1.1 Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - 3.1.2 Providing reasonable assistance to the Engineer in gaining access to public and private lands as required for the Engineer to perform necessary existing system evaluations and other investigations.
 - 3.1.3 Obtaining the necessary lands, easements and right-of-way for the construction of any requested work, where necessary. The following items should be performed by and are the responsibility of the Board's attorney, not the Engineer, and the costs shall be borne by the Owner unless otherwise agreed: securing the necessary land interests, recording easements, appraisals, and abstract work.
 - 3.1.4 Furnishing the Engineer with copies of Owner's plans and records of construction and operation of existing facilities, aerial photographs, reports, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the earlier request of the Owner.
 - 3.1.5 Paying all costs associated with any hearing, publication notices, or other required public reviews in connection with any work assignment or project.
 - 3.1.6 Providing such auditing services as the Owner may require for review of Engineer's charges under this Agreement or relating to any work assignment or project.
 - 3.1.7 Obtaining permits and required approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the work assignment or project.
 - 3.1.8 Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.

ARTICLE 4 - MISCELLANEOUS

- 4.1 Instruments of Service: The Engineer's instruments of service provided by this Agreement consist of the printed hard copy reports, drawings, and specifications issued for the work assignment or project; whereas electronic media, including CAD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and copies in electronic media (PDF format). In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media provided Owner has been provided such hard copies.
- 4.1.1 The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware; however, Engineer shall use reasonable efforts to provide the electronic media in a format compatible with Owner's system.

- 4.1.2 All printed hard copy drawings, specifications, and electronic media copies shall be property of; and owned by; the Owner. Provided, use of these materials for modification, extension, or expansion of the work assignment or project for which the drawings or specifications were created, or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants.
- 4.2 Opinions of Cost: In providing estimates of probable construction cost the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Engineer's estimates of probable construction costs are made on the basis of the Engineer's professional judgement and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Engineer's estimate of probable construction cost.
- 4.2.1 The Owner understands that any construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.
- 4.3 Underground Utilities: The Engineer will research utilities and survey utilities located and marked by their owners on work assignments or projects undertaken or assigned pursuant to this Agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.
- 4.4 Records: The Engineer will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.
- 4.5 In the event the Engineer's Scope of Services under this agreement does not include construction phase services, full or part-time on-site project observation, and review of the Contractor's performance, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and waives any claims against the Engineer that may be in any way connected thereto.
- 4.5.1 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer, it's officers, directors, employees, and sub-consultants harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.
- 4.5.2 If the Owner requests in writing that the Engineer provide full or part-time on-site construction observation services and if the Engineer agrees in writing to provide such services, then they shall be compensated for the work on an hourly fee basis as Additional Services.
- 4.6 Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and the Engineer's officers, directors, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature

whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Engineer and the Engineer's officers, directors, employees, and sub-consultants shall not exceed collectable insurance for applicable insurance coverage available at the time of settlement or judgement or the Engineer's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- 4.7 Standard of Care: In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

ARTICLE 5 - CONTROL OF SERVICES

- 5.1 It is understood and agreed no work shall be performed under this Agreement until the Engineer is instructed in writing to proceed with the described work. The Engineer agrees not to subcontract any portion of the work without consent of the Owner.
- 5.2 The parties intend that this Agreement create an independent contractor relationship between them. Owner is interested only in the results achieved by the services to be provided by Engineer. The manner of achieving those results is the responsibility of the Engineer. Neither Engineer nor its employees shall be eligible for or entitled to any of the benefits to which employees of Owner may be entitled on account of their work for Owner.

ARTICLE 6 - SUCCESSORS AND ASSIGNS

- 6.1 The Owner and the Engineer each bind itself and its successors, and assigns to this Agreement. Neither the Owner nor the Engineer shall assign or transfer its interest in this Agreement, in whole or in part, without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.



RESOLUTION 042423-A

A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENGINEERS OF THE SOUTH FOR SOLIDS HANDLING BUILDING IMPROVEMENTS

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 contractual agreement with **Engineers of the South for Solids Handling Building Improvements** for the city’s Waste Water Treatment Plant; and

WHEREAS, the project consists of improving the existing solids handling equipment at the existing Alabaster Wastewater Treatment Plant (WWTP) to improve the reliability, capacity and efficiency of the solids handling process operations as well as improvements to the existing metal building, and

WHEREAS, the amount of this service agreement will not to exceed **\$253,500**. This has been approved as part of the City’s 2023 Capital Improvement Plan for Environmental Services, and

WHEREAS, the project improvements will generally include:

- Expansion of the existing metal building to include a restroom, storage and electrical room.
- The interior renovation of the existing metal building. Note that we will review the cost effectiveness of renovation verses new building.
- Addition of one (1) new 2.0 meter belt filter press with a dedicated polymer feed system.
- Two (2) new WAS Feed pumps – type / brand to be determined during design – add revised WAS Feed piping.
- Provide dedicated polymer feed area with storage for totes.
- Existing overhead doors to remain but new electric motors to be considered.
- All new electrical within building.
- Providing termination to the Owner provided SCADA system. Type of termination (fiber optic, CAT6 or discreet) shall be discussed during design. All SCADA improvements are excluded from this proposal and shall be provided by the Owner separate from this proposal.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The City Council authorizes the Mayor to enter into an agreement with Engineers of the South for the Solids Handling Building Improvements at a cost not to exceed \$253,500.
2. That the City Clerk 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 24TH DAY OF APRIL 2023.

ATTEST: CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor



April 5, 2023

Mr. Fred Hawkins, PE
Director of Building, Engineering & Environmental Services
1953 Municipal Way
Alabaster, AL 35007

Re: Alabaster WWTP – Solids Handling Building Improvements

Dear Fred:

Engineers of the South, LLC (EOS) is pleased to provide the City of Alabaster with this proposal for engineering services. This project consists of improving the existing solids handling equipment at the existing Alabaster Wastewater Treatment Plant (WWTP). This project will improve the reliability, capacity and efficiency of the solids handling process operations as well as improvements to the existing metal building.

The City selected Concept #2 from the preliminary report and the project improvements will generally include:

- Expansion of the existing metal building to include a restroom, storage and electrical room.
- The interior renovation of the existing metal building. Note that we will review the cost effectiveness of renovation versus new building.
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- Providing termination to the Owner provided SCADA system. Type of termination (fiber optic, CAT6 or discreet) shall be discussed during design. All SCADA improvements are excluded from this proposal and shall be provided by the Owner separate from this proposal.

This proposal specifically excludes:

- Architectural design – including but not limited to Life Safety Plans, Code Review Plans, etc.
- Raising the finished floor elevation of the existing building.
- Electrical improvements beyond the existing building.
- SCADA improvements of any kind. All SCADA improvements shall be by Owner.
- FEMA or US Corps of Engineers permitting for Flood Plain related issues.
- Permitting.
- Environmental review.
- Structural review of existing structures / buildings.

www.ENGINEERSOFTHESOUTH.com

208 OAK MOUNTAIN CIRCLE • PELHAM, AL 35124 • 205.327.9140

Mr. Fred Hawkins, PE
Alabaster WWTP – Solids Handling Building
April 5, 2023 | Page 2

Based on the preliminary concepts provided, the preliminary construction cost estimate for this project is \$2.3 million. In general, the proposed project includes the following (complete scope located in Attachment A):

- The Preliminary Phase (excludes surveying as the City provided a whole site survey) is hourly engineering time to:
 - Visit additional example belt filter press and WAS Feed Pump installations with City Personnel (if desired).
 - Review manufacturer proposals (BDP), coordinate changes to proposal and to select and size the specific equipment selected.
 - Review the existing electrical infrastructure to ensure adequate capacity for new equipment.
 - Coordinate the design with the existing and conceptual future downstream unit processes.
- The Design Phase will produce a complete set of Contract Documents, Plans, and Specifications ready to bid.
- The Bidding Phase includes advertising, Pre-Bid Meeting, answering questions, producing Addenda as required, Bid Opening, and Recommendation of Award.
- The Construction Phase includes the Pre-Construction Conference, part-time construction observation (estimated at half of construction time), concrete testing, submittal review, monthly pay request review, change orders as required, and record drawings upon completion.

Proposed compensation:

• Preliminary Phase	Hourly NTE:	\$ 12,500.00	Time: 60 days
• Design Phase	Lump Sum:	\$159,000.00	Time: 150 days
• Bidding & Construction Phases	Hourly NTE:	\$ 79,500.00	
• Construction Survey Stakeout	Hourly NTE:	\$ 2,500.00	
	Project Total:	\$253,500.00 (maximum)	

We are available to begin work immediately and appreciate this opportunity to assist the City of Alabaster. If you have any questions concerning this proposal, please call me at our Pelham office or on my cell phone at (205) 516-0816.

Sincerely,
Engineers of the South, LLC



Greg Thompson, PE
Project Manager

- Attachments:
- A – Scope / Typical Types of Engineering Services
 - B – Schedule of Rates and Fees
 - C – Articles of Employment

www.ENGINEERSOFTHESOUTH.com
208 OAK MOUNTAIN CIRCLE • PELHAM, AL 35124 • 205.327.9140

Mr. Fred Hawkins, PE
Alabaster WWTP – Solids Handling Building
April 5, 2023 | Page 3

CC: File: X:\EOS Projects\Alabaster\AL-2202 - WWTP Solids Handling\Proposal\AL-2202 Solids Handling Proposal (2023-04-05).docx

Acceptance of Proposal:
City of Alabaster

Signature _____

Date: _____

NO	DATE	DESCRIPTION	FOR REVIEW AND COMMENT	AS-BID	CONSTRUCTION REVISIONS	AS-BUILT
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF ALABASTER
ENVIRONMENTAL SERVICES DEPARTMENT
ALABASTER WWTP - SOLIDS HANDLING

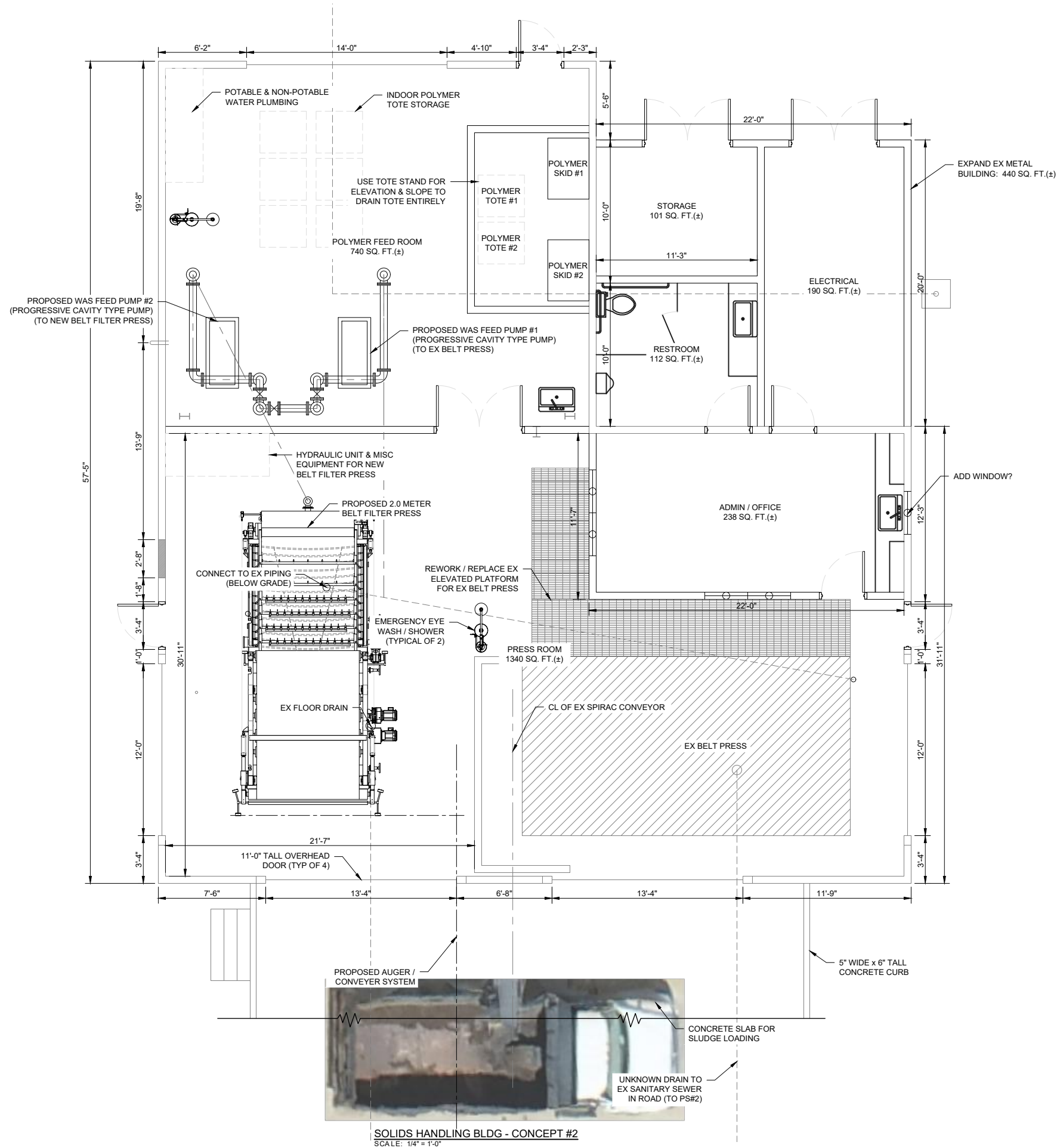
SOLIDS HANDLING
BLDG - CONCEPT #2

BOX IS 2 IN WIDE
AT FULL SCALE

JOB NO: AL-2202
DATE: JAN 2023
DESIGNED BY: GST
DRAWN BY: DC
DWG: 20-C-30

SHEET NUMBER **08**

PRELIMINARY



SOLIDS HANDLING BLDG - CONCEPT #2
SCALE: 1/4" = 1'-0"

City of Alabaster, Alabama
Alabaster WWTP - Solids Handling Improvements
 Opinion of Probable Construction Costs: 2023-01-31

CONCEPT #2

10: SITE IMPROVEMENTS	\$10,000	0.5%		
DEMOLITION				
1 General Site	0	LS	\$750	\$ -
NEW				
1 Concrete Loading Bay	0	SY	\$100.00	\$ -
2 Site Piping Improvements	1	LS	\$10,000	\$ 10,000.00
20: EX METAL BUILDING IMPROVEMENTS	\$397,950	21.0%		
DEMOLITION				
1 Remove Ex Insulation & Interior	1	LS	\$3,500	\$ 3,500.00
2 Remove Ex Office / Admin Area	1	LS	\$5,500	\$ 5,500.00
3 Concrete Slab Removal for Piping	1	LS	\$12,000	\$ 12,000.00
NEW				
1 Interior Insulation	1	LS	\$12,000	\$ 12,000.00
2 Interior Water Resistant Siding	1	LS	\$9,000	\$ 9,000.00
3 Interior Dividing Wall	1	LS	\$7,500	\$ 7,500.00
4 Office Renovation	238	SF	\$125	\$ 29,750.00
a Additional New Space (restroom & electrical	440	SF	\$280	\$ 123,200.00
b Interior Fixtures	1	LS	\$12,000	\$ 12,000.00
c Raise Electrical Room Floor Slab	1	LS	\$30,000	\$ 30,000.00
5 New Doors & Windows	1	LS	\$38,000	\$ 38,000.00
6 New Cabinets & Countertops	1	LS	\$15,000	\$ 15,000.00
7 HVAC	1	LS	\$55,000	\$ 55,000.00
8 Eyewash Shower	2	EA	\$8,000	\$ 16,000.00
9 Replace Exposed Water Piping	1	LS	\$6,500	\$ 6,500.00
10 Repair Floor Slab	1	LS	\$8,000	\$ 8,000.00
11 Below Slab Piping	1	LS	\$15,000	\$ 15,000.00
12 Polymer Feed Area	1	LS	\$7,500	\$ 7,500.00
30: SOLIDS HANDLING EQUIPMENT	\$1,020,850	54.0%		
DEMOLITION				
1 Electrical Equipment	1	LS	\$2,000	\$ 2,000.00
2 Misc Equipment	1	LS	\$1,850	\$ 1,850.00
NEW				
1 BDP 2.0m Belt Filter Press	1	EA	\$745,000	\$ 745,000.00
2 Polymer Blending Unit (skid mounted)	1	EA	\$50,000	\$ 50,000.00
3 Sludge Feed Pump & VFD	2	EA	\$55,000	\$ 110,000.00
4 Flow Meter	2	EA	\$8,500	\$ 17,000.00
5 Equipment Installation	1	EA	\$95,000	\$ 95,000.00
40: ELECTRICAL	\$454,454	24.0%		
1 Demo existing obsolete/corroded MCC & CP in office area	1	LS	\$15,600	\$ 15,600.00
Replace existing MCC in office area with new MCC equipment in elevated elec room as required by flood elevation/electrical datum plane.				
2 Extend/reconnect existing 250A feeder from 1988MCC-1. Expand to accommodate new belt press loads	1	LS	\$156,000	\$ 156,000.00
Replace existing 120V & 480V lighting panels as required. Relocate/replace existing outdoor transformer as needed for building expansion.				
3 Electrical for new belt press system (power to CP, interconnects to equip)	1	LS	\$64,800	\$ 64,800.00
Electrical for two (2) new WAS feed pumps (circuitry only - starter is within belt press CP in civil estimate)				
5	1	LS	\$36,000	\$ 36,000.00
6 No changes to existing belt press or associated CP		LS		
7 Electrical for two (2) new polymer skid systems	1	LS	\$12,000	\$ 12,000.00
New/modified building lighting/receptacles/HVAC power/etc. as required for new rooms shown on prelim civil plans				
8	1	LS	\$48,854	\$ 48,854.40
Modify ex supplemental grounding system(s) as required by building renovation.				
9	1	LS	\$9,600	\$ 9,600.00
10 No SCADA work (or SCADA monitoring of new systems).		LS		
11 Miscellaneous electrical	1	LS	\$60,000	\$ 60,000.00
			\$ 1,890,754.40	
INSURANCE, BONDS, ETC.	3%		\$ 56,722.63	
ALLOWANCE FOR OWNER / ENGINEER SELECTED ITEMS			\$ 25,000.00	
RESTORATION, START-UP & TESTING			\$ 75,000.00	
CONTINGENCIES	12%		\$ 226,890.53	
		CONSTRUCTION TOTAL	\$ 2,274,367.56	
PROJECT BUDGET				
Construction	\$	2,274,367.56		
Preliminary Engineering & Survey	\$	12,500.00		
Engineering Design	\$	159,000.00		
Construction Survey Stake-out	\$	2,500.00		
Construction Observation and Management	\$	79,500.00		
Stormwater Permitting				
	PROJECT BUDGET TOTAL		\$ 2,527,867.56	

April 15, 2023

Mr. Fred Hawkins, Director of Environmental, Engineering and Building Services
City of Alabaster, AL

Re: Proposal for Architectural Design Services
Renovations and Additions to Sewer Plant Offices and Shop

Dear Fred:

We are pleased to submit this proposal for architectural design services for programming and planning for renovations and additions to your offices and shops located at the existing City of Alabaster Sewer Plant in Alabaster, AL. The renovations and additions will occur in or to two existing metal buildings located on the site.

Scope of Project

Our understanding of the project scope is to first program and plan the additions and renovations necessary to meet your existing and expanding departmental needs.

Scope of Services

Per our previous conversations the recommended design services are as follows:

1. Phase 1: Develop programming and planning for approval by the Owner. The Architect will provide and present two preliminary planning options for review and critique by the Owner. The Architect will utilize the Owner's critique to finalize a single plan for approval. In addition to the preliminary meeting already attended, we propose two additional meetings, one to present the two preliminary options and one to present the final option.

Additional Design Team

Owners Consultant: InSite Engineering. The Architect will coordinate with the Owner's consultant during development of the programming and planning.

Engineers: Presently, we do not anticipate engineering will be required. If we determine along with the Owner agree engineering input is required, we will solicit input from Owner approved engineers. Payment for the engineer's input would be provided based on the selected engineer's hourly rates.

Deliverables

A written space program and plans necessary to communicate the preliminary options.

Fee: Phase 1

Hourly, Not to Exceed \$32,000.00

To help you control our level of engagement and your cost, we propose providing the architectural services on an hourly basis per our standard rates (see attached 2023 Billing Rate Schedule). We will provide you with regular updates of hours expended. If services beyond those outlined in this proposal are required, the Architect can either provide hourly, or propose a separate additional fee. Invoicing will be monthly. Payment is net 30 days from receipt of invoice.



Mr. Fred Hawkins
April 15, 2023
Page 2

Production Schedule

As you know we have already engaged in the design work with you and will continue as necessary to complete the Phase 1 Scope of Services as quickly as possible. After approval of this proposal, we will discuss with the Owner a more detailed schedule for completion of the Scope of Services and the Deliverables.

If you find the terms of this proposal acceptable, please sign and return signed copy to my email. We look forward to working with you on this project.

Sincerely,
Poole & Company Architects, PC



Kyle M. D'Agostino, RA
Principal & Owner

Accepted By: _____ Date: _____

Its: _____

Council Member _____ introduced the following Resolution, which was seconded Item 4.
Council Member _____.



RESOLUTION 042423-D

**AUTHORIZING PROFESSIONAL AGREEMENT WITH POOLE & CO ARCHITECTS FOR
WWTP BUILDING RENOVATION DESIGN SERVICES**

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 Poole & Co Architects, PC for architectural design services for programming and planning for renovations and additions to offices and shops located at the existing City of Alabaster Waste Water Treatment Plant in Alabaster, AL; and

WHEREAS, said agreement is part of the ongoing renovation and expansion of the treatment plant facilities for the Environmental Services Department within the City of Alabaster; and

WHEREAS, the amount of this service agreement (see attached Exhibit "A") will not to exceed **\$32,000.00** which includes:

Phase 1: Develop programming and planning for approval by the Owner. The Architect will provide and present two preliminary planning options for review and critique by the Owner. The Architect will utilize the Owner's critique to finalize a single plan for approval. In addition to the preliminary meeting already attended, we propose two additional meetings, one to present the two preliminary options and one to present the final option.

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 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

We are pleased to submit this proposal for architectural design services for programming and planning for renovations and additions to your offices and shops located at the existing City of Alabaster Sewer Plant in Alabaster, AL. The renovations and additions will occur in or to two existing metal buildings located on the site.



Scope of Project

Our understanding of the project scope is to first program and plan the additions and renovations necessary to meet your existing and expanding departmental needs.

Scope of Services

Per our previous conversations the recommended design services are as follows:

- 1. Phase 1: Develop programming and planning for approval by the Owner. The Architect will provide and present two preliminary planning options for review and critique by the Owner. The Architect will utilize the Owner's critique to finalize a single plan for approval. In addition to the preliminary meeting already attended, we propose two additional meetings, one to present the two preliminary options and one to present the final option.

Additional Design Team

Owners Consultant: InSite Engineering. The Architect will coordinate with the Owner's consultant during development of the programming and planning.

Engineers: Presently, we do not anticipate engineering will be required. If we determine along with the Owner agree engineering input is required, we will solicit input from Owner approved engineers. Payment for the engineer's input would be provided based on the selected engineer's hourly rates.

Deliverables

A written space program and plans necessary to communicate the preliminary options.

Fee: Phase 1

Hourly, Not to Exceed \$32,000.00

To help you control our level of engagement and your cost, we propose providing the architectural services on an hourly basis per our standard rates (see attached 2023 Billing Rate Schedule). We will provide you with regular updates of hours expended. If services beyond those outlined in this proposal are required, the Architect can either provide hourly, or propose a separate additional fee. Invoicing will be monthly. Payment is net 30 days from receipt of invoice.

Production Schedule

As you know we have already engaged in the design work with you and will continue as necessary to complete the Phase 1 Scope of Services as quickly as possible. After approval of this proposal, we will discuss with the Owner a more detailed schedule for completion of the Scope of Services and the Deliverables.

If you find the terms of this proposal acceptable, please sign and return signed copy to my email. We look forward to working with you on this project.

Sincerely,
Poole & Company Architects, PC

Kyle M. D'Agostino, RA
Principal & Owner

Accepted By: _____ Date: _____
Its: _____

STREETLIGHT ADDITIONAL FIXTURES EXHIBIT

Item 5.

Alabama Power Company (“APC”) and the **City of Alabaster** (“Customer”) entered into a Master Contract for Lighting Services NESC® Lease Agreement (Governmental) on **1/30/2019** (the “Master Contract”) for a term of **36 months**. APC and Customer hereby agree that the terms and conditions of the Master Contract shall apply to this Additional Fixtures Exhibit between APC and Customer as contemplated in Section 1 of the Master Contract. APC and Customer agree that this Additional Fixtures Exhibit shall be in addition to the Fixtures Exhibit incorporated into the Master Contract and that the pricing terms and conditions thereof shall also apply to this Additional Fixtures Exhibit, as applicable.

	Qty	New LED Fixture Description	Location Details	Monthly Equipment Price (see Note 1)	Estimated Electric Service Charge (see Note 2)	Monthly Total Price
1	8	LED Decorative – 5500 -7800 Lumens	Mallard Landing phase 3	\$12.22	\$1.63	\$13.85
2						
3						
4						
5						
6						
7						
			TOTAL	\$97.76	\$13.04	\$110.80

Note 1: The Monthly Equipment Price shall be valid through the Initial Term of the Master Contract.

Note 2: The Estimated Electric Service Charge is subject to change at any time as dictated by the Alabama Public Service Commission or if a comparable LED fixture with a different wattage meeting the lumens range is selected.

Additional Information:

***** INCLUDES UPFRONT BUYDOWN OF \$15,888.54 paid by developer *****

IN WITNESS WHEREOF, APC and Customer have caused this Additional Fixtures Exhibit to be executed by their authorized representatives and shall be effective as of the date of execution of this Additional Fixtures Exhibit.

City of Alabaster

Alabama Power Company

By: _____

By: _____

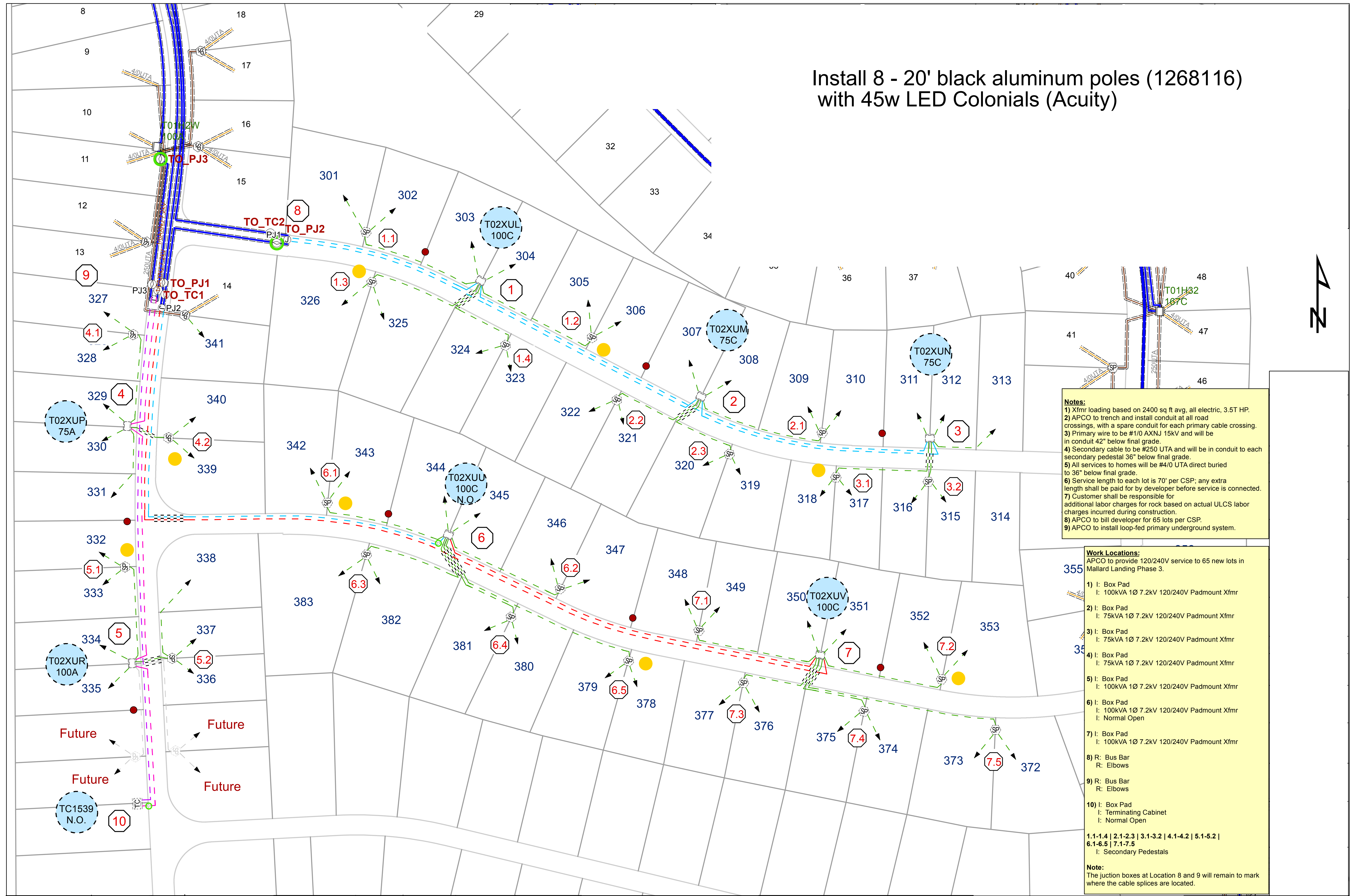
Name: _____

Name: _____

Date: _____

Date: _____

Install 8 - 20' black aluminum poles (1268116) with 45w LED Colonials (Acuity)



Notes:

- 1) Xfmr loading based on 2400 sq ft avg, all electric, 3.5T HP.
- 2) APCO to trench and install conduit at all road crossings, with a spare conduit for each primary cable crossing.
- 3) Primary wire to be #1/0 AXNJ 15kV and will be in conduit 42" below final grade.
- 4) Secondary cable to be #250 UTA and will be in conduit to each secondary pedestal 36" below final grade.
- 5) All services to homes will be #4/0 UTA direct buried to 36" below final grade.
- 6) Service length to each lot is 70' per CSP; any extra length shall be paid for by developer before service is connected.
- 7) Customer shall be responsible for additional labor charges for rock based on actual ULCS labor charges incurred during construction.
- 8) APCO to bill developer for 65 lots per CSP.
- 9) APCO to install loop-fed primary underground system.

Work Locations:
 APCO to provide 120/240V service to 65 new lots in Mallard Landing Phase 3.

- 1) I: Box Pad
 I: 100kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 2) I: Box Pad
 I: 75kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 3) I: Box Pad
 I: 75kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 4) I: Box Pad
 I: 75kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 5) I: Box Pad
 I: 100kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 6) I: Box Pad
 I: 100kVA 1Ø 7.2kV 120/240V Padmount Xfmr
 I: Normal Open
- 7) I: Box Pad
 I: 100kVA 1Ø 7.2kV 120/240V Padmount Xfmr
- 8) R: Bus Bar
 R: Elbows
- 9) R: Bus Bar
 R: Elbows
- 10) I: Box Pad
 I: Terminating Cabinet
 I: Normal Open

1.1-1.4 | 2.1-2.3 | 3.1-3.2 | 4.1-4.2 | 5.1-5.2 |
 6.1-6.5 | 7.1-7.5
 I: Secondary Pedestals

Note:
 The junction boxes at Location 8 and 9 will remain to mark where the cable splices are located.

Customer Mallard Landing PH 3 Division Birmingham	Location Smokey Rd District South - Varnons	Cmtd. Svc Date 10/31/22 Town Alabaster	UserID ehupy Cell: 205-226-1759	County Shelby	Section 25	Township 21S	Range 03W	Created: 9/6/2022	1 inch = 58 feet	Alabama Power	Estimate No. A6170-08-BK22
---	---	--	---	-------------------------	----------------------	------------------------	---------------------	-----------------------------	-------------------------	----------------------	---

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

Item 5.



RESOLUTION 042423-B

RESOLUTION REGARDING INSTALLATION & MAINTENANCE OF STREETLIGHTS WITHIN THE MALLARD LANDING SUBDIVISION

WHEREAS, it is the desire of the City Council of the City of Alabaster, Alabama, to provide our citizens and children with a safe and secure environment, and

WHEREAS, the Mallard Landing Subdivision - Phase 3 is in need of eight (8) new LED Decorative 5500-7800 Lumen Streetlights for the subdivision with upfront buydown of \$15,888.54 being paid by the developer; and

WHEREAS, the City Council have determined that it is both wise and expedient to enter into a contract with Alabama Power Company for the installation of said additional streetlights for the safety and welfare of the citizens of Alabaster.

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

1. The City enter into an agreement with Alabama Power for the power and maintenance of eight (8) new LED streetlights within the Mallard Landing Subdivision Phase 3 and the City agrees to pay the estimated \$110.80 monthly service from General Fund for said lighting.
2. The City Council also directs Scott Brakefield, Mayor and Mark Frey, City Clerk, to execute any and all documentation necessary on behalf of the City to complete this transaction.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

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

PASSED, ADOPTED, AND APPROVED THIS 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

STREETLIGHT ADDITIONAL FIXTURES EXHIBIT

Alabama Power Company ("APC") and the City of Alabaster ("Customer") entered into a Master Contract for Lighting Services NESC[®] Lease Agreement (Governmental) on 1/30/2019 (the "Master Contract") for a term of 36 months. APC and Customer hereby agree that the terms and conditions of the Master Contract shall apply to this Additional Fixtures Exhibit between APC and Customer as contemplated in Section 1 of the Master Contract. APC and Customer agree that this Additional Fixtures Exhibit shall be in addition to the Fixtures Exhibit incorporated into the Master Contract and that the pricing terms and conditions thereof shall also apply to this Additional Fixtures Exhibit, as applicable.

	Qty	New LED Fixture Description	Location Details	Monthly Equipment Price (see Note 1)	Estimated Electric Service Charge (see Note 2)	Monthly Total Price
1	8	LED Decorative – 5500 -7800 Lumens	Mallard Landing phase 3	\$12.22	\$1.63	\$13.85
2						
3						
4						
5						
6						
7						
			TOTAL	\$97.76	\$13.04	\$110.80

Note 1: The Monthly Equipment Price shall be valid through the Initial Term of the Master Contract.

Note 2: The Estimated Electric Service Charge is subject to change at any time as dictated by the Alabama Public Service Commission or if a comparable LED fixture with a different wattage meeting the lumens range is selected.

Additional Information:

***** INCLUDES UPFRONT BUYDOWN OF \$15,888.54 paid by developer *****

IN WITNESS WHEREOF, APC and Customer have caused this Additional Fixtures Exhibit to be executed by their authorized representatives and shall be effective as of the date of execution of this Additional Fixtures Exhibit.

City of Alabaster

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____



STAFF REPORT

City of Alabaster

1953 Municipal Way

Alabaster, AL 35007

Submitted By: Fred Hawkins

Council Meeting Date: 04-24-2023

Agenda Item Description: Declaring Garbage Truck Surplus

Agenda Item Requestor: F Hawkins

Summary/Background:

Asking Council to declare the garbage truck listed below for trade in. It is in bad shape and need significant repairs. I recommend accepting the trade offer on the new truck which is coming in may.

Trade-In Offer – (1) 2018 Freightliner w/ 28yd Heil DuraPack Python

VIN# 3ALHCYFE2JDJN4976/ BODY SER#: 7E7306045: \$60,000.00 (Sixty-Thousand Dollars) Trade Terms and Conditions: "as-is".

Financial Impact:

(Memo from Finance Dir.)

Recommended Council Actions:

Attachments:

Next Steps/Schedule:

April 5, 2023

City of Alabaster
1953 Municipal Way
Alabaster, AL 35007
Attn: Chris White

RE: Trade-In Offer – (1) 2018 Freightliner w/ 28yd Heil DuraPack Python

Dear Mr. White:

Ingram Equipment Company, LLC (“Ingram”) hereby offers a trade-in value as follows for the Subject ASL.

VIN# 3ALHCYFE2JDJN4976/ BODY SER#: 7E7306045: \$60,000.00 (Sixty-Thousand Dollars)

Trade Terms and Conditions: “as-is”.

Thank you very much.

Sincerely,

Ingram Equipment Company, LLC

Jeff A Martin

By: Jeff Martin
President

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



RESOLUTION 042423-C

A RESOLUTION TO SUPPORT THE DECLARING AS SURPLUS AND DISPOSAL OF ITEMS WITHIN THE CITY OF ALABASTER

WHEREAS, the City Administration needs to dispose of certain property within various departments, as attached, and;

WHEREAS, it is the desire of the City Council of the City of Alabaster to agree with this request to declare said property as surplus and allow the disposal of said items, in accordance of law, as requested.

NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. That the City Council of the City of Alabaster, Alabama, approves said recommendation and declares these items (Exhibit A) from various City of Alabaster Departments be considered surplus and allows for the disposal of said items.
2. The City Council also authorizes Mayor Scott Brakefield to execute all documentation necessary to complete this transaction and City Clerk, Mark Frey, to attest and file required documentation.

ADOPTED AND APPROVED THIS 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

SURPLUS EQUIPMENT AND VEHICLE LIST 04-24-2023

PUBLIC WORKS DEPARTMENT

Description	Model	SN
Garbage Truck	2018 Freightliner w/ 28yd Heil DuraPack Python	VIN# 3ALHCYFE2JDJN4976
Scrap Metal	Various Scrap Metal stored around the city shop	

FIRE DEPARTMENT

Roll Up Bed Truck	1987 International I-1954 Roll Up Bed Truck	VIN# 1HTLDUXN8HH492156
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PARKS & RECREATION DEPARTMENT

Radios	(22) multi-channel handheld radios	
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Exceptional Anglers Event at Oak Mountain State Park, May 10-12



Photo by Kenny Johnson, ADCNR

April 5, 2023

The Exceptional Anglers event, Gone Fishin', Not Just Wishin', at Oak Mountain State Park will take place May 10-12, 2023. The event teaches basic fishing skills to students with special needs from Alabaster and Pelham city schools and the Shelby and Jefferson county school systems. The media is invited to attend on May 11, from 9:30-11:30 a.m.

During the event, students will be given the opportunity to fish, participate in art projects, learn about fish and wildlife, perform with local musicians, listen to storytellers and learn aspects of water safety, including the proper use of life jackets. The fishing and festivities will take place behind the park's main office.

"Community fishing events like this serve many of Alabama's children, seniors and participants with special needs," said Chris Blankenship, Commissioner of the Alabama Department of Conservation and Natural Resources (ADCNR). "Without the hard work of our volunteers and the support of the sponsors, this event would not be possible. We are very grateful for their help in enriching the lives of these students and helping ensure that all Alabamians can participate in outdoor recreation."

Volunteer and sponsorship opportunities are still available. For more information, contact Kasie McKee at kasie.mckee@dcnr.alabama.gov or call (205) 331-1266.

Gone Fishin', Not Just Wishin' sponsors include: ADCNR's Wildlife and Freshwater Fisheries Division, Alabama Power Company, Spire Energy, Alabaster City Schools, Bud's Best Cookies, Buffalo Rock, City of Pelham, Consolidated Pipe and Supply, EBSCO, Golden Flake, Hadaway's Good Little Farm, HMP, the Humber family, Jefferson County Adapted Physical Education, Jefferson County Board of Education and Transportation, Oak Mountain State Park, Pelham City Schools, Pelham police and fire departments, Shelby County Commission, Shelby County Schools, and Tyson Foods.

ADCNR promotes wise stewardship, management and enjoyment of Alabama's natural resources through four divisions: Marine Resources, State Lands, State Parks, and Wildlife and Freshwater Fisheries. Learn more at www.outdooralabama.com.

Council Member _____ introduced the following Resolution, which was seconded Item 8.
Council Member _____.



RESOLUTION 042423-E

**A RESOLUTION TO AUTHORIZE FUNDING FOR
THE 2023 GONE FISHIN' NOT JUST WISHIN' EVENT**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to support the Exceptional Anglers event, Gone Fishin', Not Just Wishin', at Oak Mountain State Park on May 10-12, 2023; and

WHEREAS, this annual event teaches basic fishing skills to students with special needs from Alabaster and Pelham city schools and the Shelby and Jefferson county; and

WHEREAS, the Mayor and City Council of the City of Alabaster commit \$_____ toward this event and.

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 facilitate said agreement.

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

ADOPTED AND APPROVED THIS 24TH DAY OF APRIL 2023.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor