

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



RESOLUTION 121222-E

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

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

WHEREAS, the agreement will include the following:

Baseball Field Improvements as Described in Exhibit 1:

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

Football Stadium & Field Improvements as described in Exhibit 2:

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

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

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

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

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

ADOPTED AND APPROVED THIS 12TH DAY OF DECEMBER 2022.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor



1800 International Park Drive Suite 300 Birmingham, AL 35243

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

December 8, 2022

VIA EMAIL bbinzer@cityofalabaster.com

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

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

Dear Brian:

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

SCOPE

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

- EXHIBIT 1: SCOPE OF SERVICES — Baseball Field Improvements dated 12.07.22 prepared by EDG
EXHIBIT 2: SCOPE OF SERVICES — Thompson School Football Stadium Improvements dated 12.07.22 prepared by EDG

(Both Exhibits are attached.)

FEE

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

Fees for Civil Services shall be as follows:

Table with 2 columns: Service Description and Fee. Rows include Baseball Field Improvements (Civil Construction Documents, PDES Permit Modification, etc.) and Football Stadium & Field Improvements (Civil Construction Documents - Restroom and Parking, etc.).

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December 8, 2022
Mr. Brian Binzer

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ASSUMPTIONS

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

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

Please call if you have any questions.

Sincerely, CMH ARCHITECTS, INC

Handwritten signature of Everett Hatcher

Everett Hatcher President

cc: Scott Brakefield Fred Hawkins Billy Morace

ACCEPTED: CITY OF ALABASTER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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



EXHIBIT 1

December 7, 2022

1.0 Scope of Services-Baseball Field Improvements

1.1 Civil Construction Documents-Baseball Field Facilities

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

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

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

1.2 NPDES Permit Modification

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

1.3 Construction Administration and Reimbursable Expenses

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

1.4 Additional Services

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

Exclusions

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

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

2.0 Compensation and Payment for Services:

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

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

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

Sincerely,
Engineering Design Group, LLC

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

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

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

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

Engineering Rate Schedule

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

Surveying Rate Schedule

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

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

Reimbursable Expenses

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

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

Payment

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

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



EXHIBIT 2

December 7, 2022

1.0 Scope of Services-Thompson School Football Stadium Improvements

1.1 Civil Construction Documents-Football Stadium Restroom Facility and Parking

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

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

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1.2 Construction Administration and Reimbursable Expenses

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

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

Exclusions

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

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

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