



1800 International Park Drive  
Suite 300  
Birmingham, AL 35243

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

March 19, 2024

VIA EMAIL

[bbinzer@cityofalabaster.com](mailto:bbinzer@cityofalabaster.com)

Mr. Brian Binzer  
City Administrator  
City of Alabaster  
1953 Municipal Way  
Alabaster, AL 35007

**RE: Alabaster Rec Center & Library – Amendment to the Standard Form of Agreement Between Owner and Architect (O/A Contract) dated November 29, 2022**

Dear Brian:

This Amendment adds required consultant services to the total services to the O/A Contract as follows:

**SCOPE**

**ASBESTOS SURVEY & RELATED SERVICES**

Scope as described in Exhibit G dated March 14,2024, prepared by ERG Environmental, Inc.

**CIVIL DEMOLITION SERVICES**

Scope as described in Exhibit H dated March 8, 2024, prepared by Engineering Design Group, LLC (EDG).

**ADDITIONAL ARCHITECTURAL/ENGINEERING DEMOLITION SERVICES**

Coordination of services provided as noted above, preparation of specs and drawings, bidding, and site visits by CMH, Jackson Renfro, and MW/Davis Dumas & Associates.

The fee for these consultant services will be added to Article 11.2 of the O/A Contract as follows:

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**PREVIOUSLY APPROVED SERVICES (in Amendment No.1 dated August 8,2023):**

Civil Engineering	\$58,500.00 – See Exhibit C
Landscape Design	\$20,000.00 (lump sum)
FFE/ Interior Design	\$24,000.00 (lump sum)
ADEM Permit Transfer	\$500.00 per modification
Food-Service Consultant	\$30,000.00 (lump sum)
Sports Facilities Services	\$295,000.00 (lump sum) See Exhibit B
Pool Design Services	\$267,500.00 (lump sum) See Exhibit F

**ADDITIONAL SERVICES PER THIS AMENDMENT:**

Asbestos Survey & Related Services	\$12,664.00 – See Exhibit G, Attached
Civil Demolition Services	\$63,595.00 – See Exhibit H, Attached
Additional A/E Demolition Services	\$24,972.00 (lump sum)

Please call if you have any questions.

Sincerely,  
CMH Architects, Inc.



Everett Hatcher  
President

cc: Joan Parker  
Scott Brakefield  
Fred Hawkins  
Blake Nelson  
Billy Morace  
Steve Kinney

Attachments: Exhibit G  
Exhibit H

ACCEPTED BY: \_\_\_\_\_  
DEVELOPMENT ENTITY NAME

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ERG Environmental, Inc.  
101 Aviator's View Drive, Suite B  
Alabaster, Alabama 35007  
205-664-2535

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March 14, 2024

CMH Architects, Inc.  
1800 International Park Drive, Suite 300  
Birmingham, Alabama 35243

ATTN: Mr. Billy Morace

RE: Proposal For Conducting An Asbestos Survey & The Preparation Of An Asbestos Specifications For The Old Thompson Elementary/High School Buildings For The New City Of Alabaster Rec Center - **ERGE PROPOSAL NO. 4809**

Dear Mr. Morace:

ERG Environmental, Inc. (ERGE) is pleased to submit this proposal to you for consideration in conducting the above referenced work in the above referenced facilities. This proposal also covers our fees associated with conducting this work.

**QUALIFICATIONS**

ERGE is a diverse environmental consulting firm specializing in industrial hygiene, asbestos and lead-based paint program management, and other areas associated with occupational safety and health. ERG Environmental, Inc. employs professionals with various environmental disciplines including professional engineers, industrial hygienists, and building science specialists who are familiar with the particular concerns related to the handling of hazardous materials. The firm is approved by the United States Environmental Protection Agency and the Alabama Department Of Environmental Management to perform this type of work.

**SCOPE OF SERVICE**

ERGE will provide the necessary equipment and accredited State Of Alabama asbestos inspection personnel for the collection and analysis of bulk samples at the buildings to be demolished for the new City Of Alabaster Rec Center. All samples will be collected in accordance with EPA's NESHAP regulations and analyzed using Polarized Light Microscopy (PLM) at a laboratory which holds current accreditation. ERGE will prepare a report documenting all results.

Based on the survey, ERGE will provide the necessary accredited State of Alabama personnel to prepare an asbestos abatement specification for the abatement project. ERGE can provide assistance with meetings as necessary, obtaining bids from certified contractors and review of submittal packages. Air monitoring services will be included in our specification to be paid for by the Asbestos Abatement Contractor.

**COST OF SERVICE**

ERG Environmental will conduct the above work for the following fees:

<b>ASBESTOS SURVEY, SAMPLE ANALYSIS &amp; REPORT PREPARATION LUMP SUM</b>	<b>\$6,564.00</b>
<b>SITE VISITS/MEETINGS 4 MEETINGS (ESTIMATED) @ \$650.00 PER MEETING 2 PHASES OF WORK</b>	<b>\$2,600.00</b>
<b>PREPARATION OF ASBESTOS ABATEMENT SPECIFICATION/ REVIEW OF SUBMITTAL/CLOSEOUT PACKAGES 2 PHASE OF WORK 2 SPECIFICATION @ \$1,750.00 EACH</b>	<b>\$3,500.00</b>

All air monitoring services/costs (daily & clearance) will be included in our specification to be paid for by the Asbestos Abatement Contractor.

**INVOICING**

ERGE will invoice CMH Architects on a monthly basis during the course of the project. ERGE's payment terms are net 30 days. Attached, please find ERGE's *General Terms & Conditions*.

ERG Environmental will be pleased to work with you during this project. Should you find this proposal acceptable, please sign and return one copy to this office. If you have any questions or if we can be of further service, please contact this office at your convenience.

Sincerely,



Lamar Gilliland  
President

**ACCEPTED:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

1. It is understood that this Proposal is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, **ERGE** reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the period of performance to conform to work loads. References herein to "**ERGE**" are deemed to refer to ERG Environmental, Inc. and to its affiliates, subsidiaries and officers, employees and representatives of such companies.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash in U.S. dollars, due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice. In addition, **ERGE** may, after giving seven (7) days written notice to **CLIENT**, suspend services without liability until the **CLIENT** has paid in full all amounts due **ERGE** on account for services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by **CLIENT**. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between **ERGE** and **CLIENT**. The **CLIENT** agrees to pay reasonable attorney's fees and court costs, should it become necessary for collection.
3. Unless the Proposal provides otherwise, the proposed fees constitute **ERGE**'s estimate of the effort and charges required to complete the Project as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. **ERGE** will inform the **CLIENT** of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional effort or suspension of effort, results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to re-negotiation for unreasonable delays caused by the **CLIENT**'s failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force of nature, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.
4. Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates or time-and-material) basis, the following provisions shall apply:
  - a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of **ERGE**'s offices is one-half hour. Where applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the **CLIENT** will be advised at the start of an assignment, task, or phase. Analysis performed in **ERGE**'s laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.
  - b. Expenses properly chargeable to the work, which are reimbursable at cost shall include travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project, identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When **ERGE**, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase the equipment as a reimbursable expense.
  - c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by **CLIENT**,
- 4c. documentation will be provided at the cost of providing such documentation, including labor and copying costs.
5. No termination of this Project by the **CLIENT** shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefor, has been received by a principal or officer of **ERGE** and an opportunity for consultation been

given. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either **ERGE** or the **CLIENT** may terminate any Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of contract payment is "lump sum", the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs **ERGE** incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

6. **ERGE** will serve as the professional representative of **CLIENT** as defined by this Proposal or under any Agreement and will provide advice, consultation and services to the **CLIENT** in accordance with generally accepted professional practice. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by **ERGE** are made on the basis of **ERGE**'s experience, qualifications, and professional judgment. **ERGE** makes no warranty or guarantee, expressed or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, **ERGE**'s liability to the **CLIENT** for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the Proposal or any related Agreement from any cause, with the Proposal or any related Agreement from any cause, including **ERGE**'s professional negligence, errors or omissions shall not exceed the greater of \$50,000.00 or the total compensation received by **ERGE** hereunder, and **CLIENT** hereby releases **ERGE** from any liability above such amount.
7. **ERGE** agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to **CLIENT**. **ERGE** agrees to indemnify **CLIENT** for the hazards covered by **ERGE**'s insurance subject to the limitation of liability contained in Section 6. **ERGE** agrees to purchase whatever additional insurance is requested by **CLIENT** (presuming such insurance is available, from carriers acceptable to **ERGE**) provided the premiums for additional insurance are reimbursed by **CLIENT**.
8. It is understood and agreed that, in seeking the professional services of **ERGE** under this Agreement, **CLIENT** may be requesting **ERGE** to undertake uninsurable obligations for **CLIENT**'s benefits involving the presence or potential presence of hazardous substances. Therefore, except for activities relating to hazardous waste disposal, cleanup or environmental liability including specification of a product, material or process containing asbestos; and also except for activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("*pollutants*" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed) (which exposure is excluded from **ERGE**'s insurance coverage) **ERGE** shall indemnify the **CLIENT** for any loss or damage solely caused by the professional negligence, errors or omissions of **ERGE** in performance of the services under this Proposal or any related Agreement, subject to the limitation of liability contained in Section 6.
9. With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in Section 8 and to the extent the same are not covered by the insurance maintained by **ERGE** described in Section 7, the **CLIENT** shall, to the extent permitted by law, defend, indemnify and hold harmless **ERGE** and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the **ERGE** services under this Agreement including, but no limited to **ERGE**'s professional negligence, errors or omissions. **CLIENT** agrees to name **ERGE** and **ERGE**'s independent professional associates, consultants and subcontractors as additional insureds under all insurance policies and bonds carried by **CLIENT** with respect to the Project.
10. **CLIENT** shall not offer to employ or employ any **ERGE** employee assigned to the Project during the term of this Proposal or any Agreement or for a period of six months after completion of the services or Project under this Proposal or any Agreement.
11. **ERGE** shall maintain as confidential and not disclose to others without **CLIENT**'s prior written consent, all information obtained from **CLIENT**, not otherwise

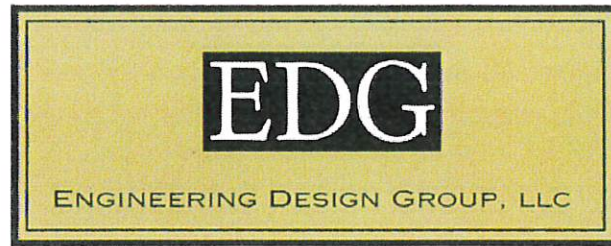
previously known to **ERGE** or in the public domain, as **CLIENT** expressly designates in writing to be "**CONFIDENTIAL**". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of **ERGE** (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

**CLIENT** agrees that **ERGE** may use and publish **CLIENT**'s name and a general description of **ERGE**'s services with respect to the Project in describing **ERGE**'s experience and qualifications to other **CLIENT**'s or potential **CLIENT**'s.

12. All documents, including drawings and specifications prepared or furnished by **ERGE** (and **ERGE**'s independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect to the Project and **ERGE** shall retain an ownership and property interest therein whether or not the Project is completed. **CLIENT** may make and retain copies for information and reference in connection with the Project however, such documents are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ERGE** for the specific purpose intended will be at **CLIENT**'s sole risk and without liability or legal exposure to **ERGE**, or to **ERGE**'s independent professional associates, consultants or sub-contractors, and **CLIENT** shall indemnify and hold harmless **ERGE** and **ERGE**'s independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle **ERGE** to further compensation at rates to be agreed upon by **CLIENT** and **ERGE**.
13. To the extent they are inconsistent or contradictory, expressed terms of the Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in **CLIENT**'s purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization or

**ERGE**'s performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

14. The technical and pricing information contained in this proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of **ERGE**.
15. This Agreement is to be governed by and construed in accordance with the law of the principal place of business of **ERGE**.



March 8, 2024

## **1.0 Scope of Services-Thompson School Site Rec Center and Library**

### **1.1 Underground Utility Investigation (Sub-Consultant)**

We have solicited a proposal from GPRS, Inc. to search for existing underground utilities within the project area. Their proposal is attached hereto as Exhibit B. Engineering Design Group cannot be held responsible for utilities that are not discovered during the search by GPRS. Any damage to existing utilities must be repaired by the contractor to the satisfaction of the City of Alabaster and the utility provider. The stated fee shown in Section 2.0 includes Engineering Design Group's customary markup of 15% for management and coordination.

### **1.2 Phased Site Demolition and Phase I Erosion Control Package**

We will create a demolition plan to depict items to be removed from the site. This plan will be based on the site exhibit provided by CMH Architects (Exhibit A). We understand that demolition of existing improvements will occur in phases, and our demolition plan will reflect those phases. Items to be demolished include any existing items that are in conflict with the proposed improvements. 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.

### **1.3 Preliminary Layout, Grading and Drainage Study**

We will provide a preliminary site plan to illustrate the proposed improvements. We will provide a preliminary grading and drainage plan so that planning can be done to accommodate storm water mitigation features within the site. We will coordinate with CMH Architects during the preliminary work, ensuring that the plans reflect the latest architectural site plan/elements. An itemized list of quantities will be developed from the preliminary plans.

### **1.4 Alabama Department of Environmental Management NPDES Permit IF REQUIRED**



Currently, portions of the site are covered by an ADEM NPDES permit (football and baseball field projects). Those projects are managed by the same General Contractor. That contractor also serves as the Permittee for the ADEM Permit. Should this same contractor be awarded the work associated with the Rec Center and Library projects, the current ADEM permit will be modified per the terms of Engineering Design Group's previous contract.

Should a different contractor be awarded the work associated with the Rec Center and Library projects, a new ADEM permit will be required because there will be a different/new Permittee. If this scenario is realized, then we will make application for a new ADEM permit per the following: Effective April 1, 2016, ADEM established General Permit No. ALR 100000 for discharges associated with regulated construction activity that will result in land disturbance equal to or greater than one acre or from construction activities involving less than one acre and which are part of a common plan of development or sale equal to or greater than one acre. Construction site operators/owners seeking coverage under this general permit must submit a Notice of Intent (NOI) in accordance with the permit requirements. Operators/owners of all regulated construction sites must implement and maintain effective erosion and sediment controls in accordance with a Construction Best Management Practices Plan (CBMPP) prepared and certified by a Qualified Credentialed Professional (QCP). This site is located within a Priority Construction Zone. Engineering Design Group will create the CBMPP Plan (to be kept on-site throughout construction). We will submit the NOI through ADEM's AEPACS system and coordinate with the Permittee during the approval process. The application fee associated with the permit is the responsibility of the Owner.

### **1.5 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.

### **1.6 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: Civil Construction Documents Associated with New Rec Center, Swimming Pool, Retail Component, or Library, 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 become 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.

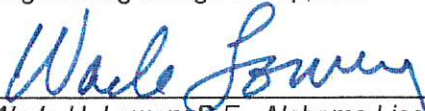
**2.0 Compensation and Payment for Services:**

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

<b>2.1 Underground Utility Investigation (Sub-Consultant)</b>	<b>\$29,095.00 Lump Sum</b>
<b>2.1 Demolition and Phase I Erosion Control Plan</b>	<b>\$14,000.00 Lump Sum</b>
<b>2.2 Preliminary Layout, Grading and Drainage Study</b>	<b>\$14,000.00 Lump Sum</b>
<b>2.3 ADEM NPDES Permit (If Required)</b>	<b>\$ 2,500.00 Lump Sum</b>
<b>2.4 Construction Administration and Reimbursables</b>	<b>\$ 4,000.00 Hourly Maximum</b>
<b>2.5 Additional Services</b>	<b>Hourly Rates, as Required</b>

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 1<sup>st</sup> 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."