

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):

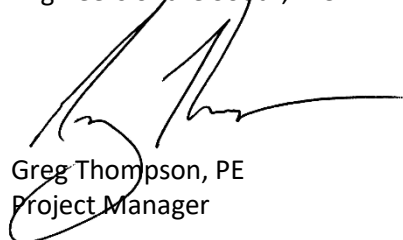
- The Preliminary Phase (excludes surveying as the City provided a whole site survey) is hourly engineering time to:
 - Visit additional example belt filter press and WAS Feed Pump installations with City Personnel (if desired).
 - Review manufacturer proposals (BDP), coordinate changes to proposal and 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	<u>Hourly NTE:</u>	<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.