

April 6, 2023
Project No.: 3658810

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

RE: Veterans Park Expansion, Design PSA

Dear Brian,

Please find attached a draft agreement for design, bidding and construction phase services related to the upgrades at Veterans Park. Please review the included scope of work and let us know if you have any questions or concerns. Note that we are already working ahead in good faith in the interest of the schedule.

It is a pleasure to have this opportunity to expand the park system infrastructure. We look forward to continuing our relationship with you and the City of Alabaster.

Best regards,



Christopher J. Grace, P.E.
Vice President

Enclosure

Cc: Mr. Fred Hawkins, P.E., City of Alabaster
Mr. Earnie Clark, City of Alabaster

Barge Design Solutions, Inc.
PROFESSIONAL SERVICES AGREEMENT
TOPOGRAPHIC SURVEY

This agreement is made as of April 6, 2023 by and between The City of Alabaster – Design of Veterans Park Improvements (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Site: Veterans Park Improvements

Location: Veterans Park
Alabaster, Alabama

Description of Project:

Renovations and upgrades to Veterans Park to include conversion of back diamond fields from grass to turf, spectator area upgrades, construction of pickleball courts, playground equipment replacement, rear parking lot lighting, pedestrian access improvements and renovations to Veterans Memorial.

I. PROFESSIONAL SERVICES: **BARGE** agrees to perform the following Basic Services under this contract:

See attached Exhibit A for full details of scope.

II. COMPENSATION: **Client** shall compensate **BARGE** for the Basic Services as follows:

Lump Sum **\$398,397** Other

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.

V. SUSPENSION OF SERVICES: If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure

of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

The City of Alabaster – Design of Veterans Park Improvements	Barge Design Solutions, Inc.
By:	By: 
Printed Name: Scott Brakefield	Printed Name: Chris Grace
Title: Mayor	Title: Vice President
Address: 1953 Municipal Boulevard Alabaster, Alabama 35007	Address: 3535 Grandview Parkway, Suite 500 Birmingham, Alabama 35243
Date Signed:	Date Signed: April 6, 2023
Tax I.D. Number:	

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide civil engineering and landscape architectural design services to the City of Alabaster, AL (Client) for design of the Veterans Park Improvements. The scope and fees herein are based on the conceptual Master Plan as developed by Barge Design Solutions dated March 17, 2023.

In the interest of the schedule and future program needs, the construction improvements will be divided into two (2) packages. Package 1 will include field renovations and Package 2 will include pickleball courts, playground renovations and parking lot lighting. The budget will be addressed and considered to the best of Barge's ability for each package. Barge does not have control over construction market conditions and pricing.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Design Services

As a part of the design process, Barge proposes to hold weekly progress meetings with the City for the purpose of streamlining communication and monitoring progress.

Civil Engineering Design

Site Demolition Design

Barge will provide a demolition plan showing the following existing items to be demolished for the new improvements:

- 1. Outfield and foul line fencing
- 2. Selected tree removal
- 3. Minor demolition of select components of the Veterans Memorial.
- 4. Parking lot lighting,

Site Layout Design

Barge will prepare the site layout plans for the park based on the Master Plan prepared previously and illustrated in Figures 1 and 2 below. This scope will include horizontal control of the new improvements such as shade structures, pickleball courts, fences, parking areas, sidewalks, sports fields, playgrounds, and park amenity features. We will design new pedestrian walkways connecting the new and existing park features to provide improved connectivity to portions of the park. Technical specifications will be prepared as a companion to the construction drawings and the City's specifications and design standards.

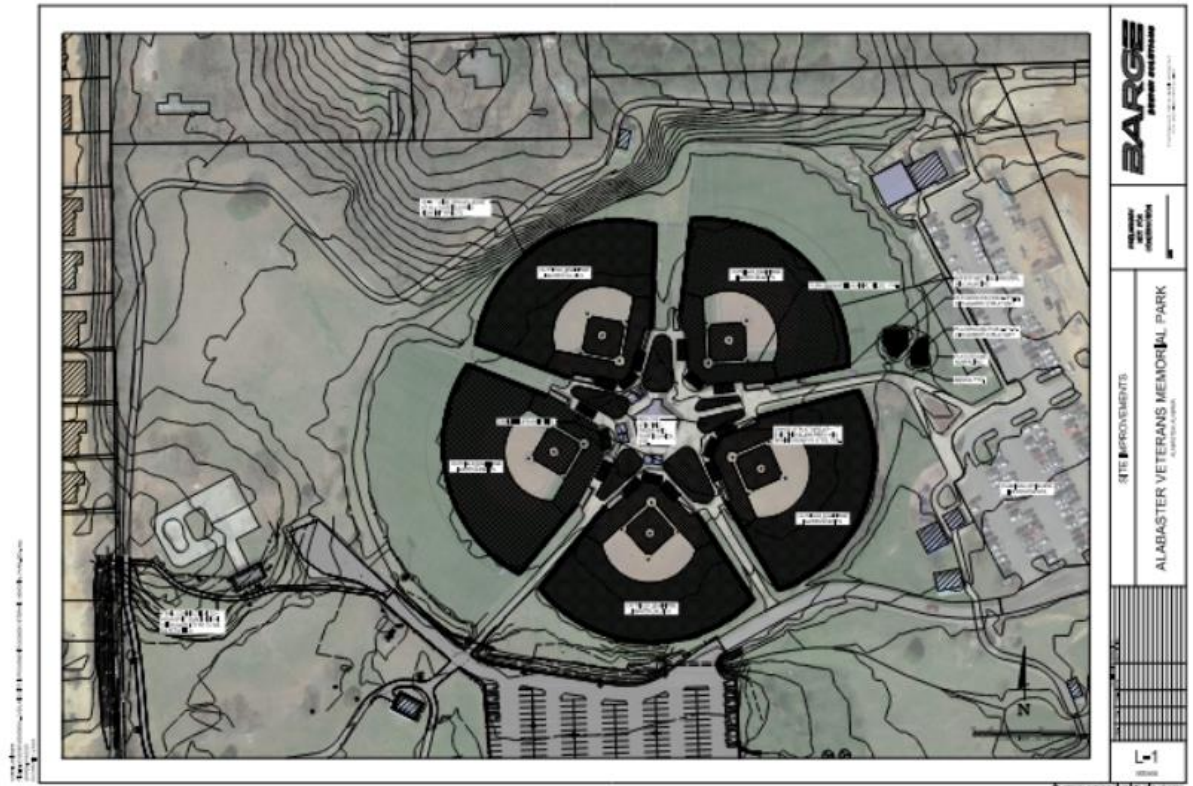


Figure 1

Site Grading, Stormwater Drainage, and Erosion Control Design

Barge will provide grades and spot elevations for the new improvements. Finished floor elevations for new courts will be shown as needed. We will provide storm drainage system design including surface and pipe conveyance systems per local requirements. Stormwater calculations will be prepared as necessary. Temporary sediment ponds may be required as part of the project detention / erosion and sediment controls. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared as appropriate. Construction plans will also include erosion prevention / sediment control design using accepted Best Management Practices (BMPs). Storm structures, pipe sizes and locations, drainage swales, and relevant spot elevations will also be included where needed. Barge will provide a hydrologic report of onsite drainage features as appropriate; however, the hydrologic report will not include analysis of downstream

receiving waters or adjacent properties. Grading design will consist of 1-ft contours, spot elevations, and other grade annotations required to provide positive drainage and meet proposed site utilization objectives. Barge will provide the appropriate details and technical specifications.



Figure 2

Site Utility Design

The project is expected to require modifications to the existing potable water and electrical services within the park. Barge will provide design for the new utility services and coordinate the utility tie-in points with the City and the local utility providers as necessary. Domestic/potable water will be provided to the new pickleball courts from the existing utilities within the park.

Additionally, design for electrical service will be provided for lighting of the pickleball courts and the parking area depicted in Figure 2.

We will prepare a utility coordination plan showing routes from existing services to the new facilities. Gas, sanitary sewer, and telecom designs are excluded.

Landscape Architecture Design

Barge will provide Landscape Architectural design services for the park. Services will include the overall project design focusing upon proposed items noted in the conceptual Master Plan.

Ballfield Improvements

Barge will provide design services detailing the proposed improvements for the existing ballfields including:

- Regrading of ballfields
- Reducing size of Field 1 and Field 3
- Implementation of artificial turf and base w/out irrigation
- New baseline and outfield fencing in concrete header curb
- New maintenance gates and fence appurtenances
- New shade structures at existing bleachers and behind backstops, 15 total
- New outfield fence safety netting at Field 5
- Existing dugouts and backstops to remain
- Existing field lighting to remain
- Existing irrigation will be modified to include quick couplers to be used on each field in a minimum of one location,

Ballfield Plaza Improvements

Barge will provide design services detailing the proposed features to rework the plaza landscape islands including:

- Removal of existing trees
- Implementation of brick pavers
- Existing utility and drainage structures to remain
- Existing irrigation will be modified to adapt to new design.

Veterans Memorial Improvements

Barge will provide design services detailing the proposed features to enhance the Veteran's Memorial including:

- Addition of shade trees within the existing plaza
- Understory landscape materials
- Existing hardscape plaza, flag court, and memorial elements to remain

Enlargement of Existing Ponds

As a part of the drainage plan, Barge will provide design services to expand and reshape two existing ponds, including:

- Regrading of pond edge and associated pond interior
- Pond bank stabilization with turf

Pedestrian Connection to Adjacent Subdivision

Barge will provide design services to add a pedestrian connection from the existing trail to the adjacent subdivision, including:

- ADA compliant path from the existing park through the existing city easement to connect to the adjacent neighborhood sidewalks.
- Design will include drainage considerations.
- Design will not address ADA compliance deficiencies for the existing park trail.
- Utility conflicts are not anticipated and relocation designs are excluded.
- Lighting and signage are excluded.

Playground Improvements

Barge will provide design services to replace the existing playground near the group pavilion with the addition of inclusive equipment and surfacing, including:

- New edge treatment and engineered mulch surface for existing equipment
- Additional inclusive play equipment and surfacing
 - Barge will coordinate the integration of playground equipment which will be designed and provided by others (i.e. Playcore via Sourcewell, etc)
- Pedestrian connection to existing trail

Pickleball Courts

Barge will provide design services to add eight potentially covered pickleball courts, including:

- Courts layout, dimensions, surface, and equipment
- Fencing, gates, appurtenances
- Court lighting
- Pedestrian connection to existing trail
- Optional Shade building by ClearSpan.
 - Design of shade structure will be by vendor.
 - City to provide any needed support information for vendor's design (i.e. geotechnical, codes, zoning, etc.).

Hardscape Design

Barge will provide landscape architectural design services illustrating the proposed hardscape features for the project area. Services are to include the following areas:

- Concrete sidewalk connections
- Paver implementation at ballfield plaza
- Veterans Memorial Plaza renovations

Opinion of Probable Construction Cost (OPCC)

Barge will provide an opinion of probable construction cost (OPCC) for the design at the 90% design and bidding phases of the project. In providing the OPCCs, the Client

understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing. Barge's OPCCs are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCCs.

Some of the improvements described above may be included as deductive alternates in the bid documents to assist the Client in budget management.

B. Permitting Coordination

Barge will provide the following permitting services:

1. City of Alabaster
 - a. Pre-Submittal Conference – Barge will attend a pre-submittal conference meeting with the City.
 - b. Barge will prepare and submit plans to the City to request plan approval for onsite civil design.
 - c. Contractor to obtain National Pollutant Discharge Elimination System (NPDES) construction stormwater permit from Alabama Department of Environmental Management (ADEM).

C. Bidding Assistance

Barge will provide limited bidding assistance as outlined below. Two bid packages are anticipated. These services will begin at the pre-bid meeting for each corresponding project. Specific items included are as follows:

1. Attend one 2-hour pre-bid meeting per bid package in the City of Alabaster.
2. Provide responses to bidder questions regarding the design documents during the bidding process. Fee is based on ten minor questions per bid package.
3. Attend one 1-hour bid opening meeting per bid package.

D. Construction Administration

Barge will provide limited construction support services as outlined below. These services will begin at the pre-construction meeting. Specific items included are as follows:

1. Attend one 2-hour pre-construction meeting per bid package in the City of Alabaster.
2. Review of up to 20 contractor shop drawing submittals (no more than two reviews per submittal).
3. Provide responses to contractor questions regarding the contract documents during the construction phase. Fee is based on 20 minor Requests for Information (RFIs).
4. The City will provide an inspector for review of the Contractor's performance, pay applications, etc. Barge will provide monthly site observations to observe

progress and conduct an Owner, Architect, Contractor (OAC) meeting. Fee is based on one 4-hour site visit per month during the construction.

It is understood and agreed that Barge's services under this agreement do not include extensive project observation or review of the Contractor's performance, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the contract documents and for construction observation, and the Client waives any claims against Barge that may in any way be connected thereto.

III. Additional Services

Barge expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in Section II. Any additional work outside of this scope will be negotiated on an hourly basis as needed.

IV. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required, including weekends.
2. We understand that there are no environmental / hazardous conditions that would impact the design, and if any are discovered, the Client will handle the resolution.
3. Construction duration for package 1 (field renovations) is estimated to be six months. Construction duration for package 2 (pickleball courts, playground and lighting) is estimated to be four months. The total construction duration of 10 months assumed is dependent upon potential delays due to pandemic or supply chain issues and may be extended, which will require additional construction support fees.
4. Design will be for the entire project to include bidding and limited construction services. Permitting services will be for the entire park and considered as one package.
5. Schedule is dependent upon the timely receipt of critical information, such as client-designed features, etc. If the information is not received in a timely manner, then additional design fees may be required.
6. The Client will be the applicant for all permit applications and will pay all permit fees.
7. Playground equipment and site furnishings will be standard components from a reputable manufacturer, as selected by the Client. Custom design features can be provided for an additional fee.
8. Any easements for utilities or other site requirements will be provided by the Client.
9. All environmental, property, land acquisition, platting, and zoning issues are assumed to have been resolved.

The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Design of improvements within adjacent roadway rights-of-way

2. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.).
3. LEED and/or Sustainable Site certification
4. Architectural design and structure-related MEP design
5. Traffic impact studies
6. Retaining wall design
7. Sanitary sewer pump station design
8. Irrigation design
9. Site communication and security system design
10. Zoning variance applications
11. Floodway/flood zone studies
12. Public roadway improvements
13. Wayfinding signage
14. As-built surveys / record drawings
15. Resident inspection services (CE&I) or additional construction administration services beyond what is described in Basic Services.
16. Construction phasing and sequencing.
17. Pedestrian/public access control and safety fencing design during construction.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
2. Provide review comments in a timely manner.
3. Provide single point of contact for regular project coordination purposes.

VI. Deliverables

The following is a list of documents that will be produced as a part of this effort. Design plans will be provided at 90% and bid set completion milestones.

1. Construction plans, notes, details, and technical specifications in PDF format
2. Opinions of probable construction cost

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below. Lump sum fees include expenses.

Fee Summary Table

Items	Fee Type	Fee Amount
Design FEE		
A. Design Services	Lump Sum	\$ 289,026
B. Permitting Coordination	Lump Sum	\$ 7,465
C. Bidding Assistance (2 bid packages)	Lump Sum	\$ 21,536
D. Construction Administration (2 contracts)	Lump Sum	\$ 68,370
E. Owner Directed Contingency	Cost Plus	\$12,000
Sub-Total		\$398,397