

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
June 19, 2023
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session June 5, 2023
Regular Meeting June 5, 2023

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

Congressman Jerry Carl recently sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out that survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

Spanish Fort Police would like to announce its very first kids summer camp. It will be held from July 10th - July 14th from 9 a.m. - 12:30 p.m. at various locations within Spanish Fort. There is no cost to attend and spaces are limited. This is for kids entering 3rd grade through 5th grade for the 2023-2024 school year. If interested, please contact Corporal McGuff at smcguff@cityofspanishfort.com.

The Spanish Fort Public Library will be hosting Summer Reading events each Tuesday this summer. Check out the Library's website at <https://www.spanishfortpubliclibrary.org> under the events tab to see what's happening each week.

The City of Spanish Fort and the Spanish Fort Public Library will host a Lifesouth Blood Drive at the Spanish Fort Community Center, 7361 Spanish Fort Blvd., on Monday, June 26, 2023, from 10:00 a.m. to 5:00 p.m. To schedule a donation, go to https://donors.lifesouth.org/donor/schedules/drive_schedule/802060.

The Spanish Fort Community Center and the Spanish Fort Public Library will be closed on Tuesday, July 4, 2023, to celebrate the Independence Day Holiday. Due to the Holiday, the City Council work session and meeting originally scheduled for July 3, 2023, will instead be held on Wednesday, July 5, 2023.

- IX. NEW BUSINESS
- X. OLD BUSINESS

Proclamation of Kseniya Kurochkina and Tatiana Kurochkina as Mayor for a Day

Presentation of Certificates of Recognition to Spanish Fort State Champions:

Hunter Hall, 6A State Discus Champion
Goodwin Holley, 6A #1 Singles Position State Champion
Jackson Spybey, 6A Golf Individual State Champion

Swearing in of City Employees

Presentation of Anniversary Plaque to City Employee

Resolution No. 1345-2023----A Resolution Appointing Members to the City of Spanish Fort Junior City Council

Swearing in of Junior City Council Members

Ordinance No. 638-2023-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Establishing the Zoning Classification of Certain Property as B-3, General Business District

Ordinance No. 639-2023-----An Ordinance Annexing Certain Properties into the Corporate Limits of the City of Spanish Fort, Alabama

Resolution No. 1338-2023----A Resolution Authorizing the Mayor to Execute an Agreement for Architectural and Engineering Services between the City of Spanish Fort, Alabama, and Forrest Daniell & Associates, P.C., for the Addition of an Elevator at the Spanish Fort Community Center

Resolution No. 1342-2023----A Resolution Authorizing the Mayor to Execute a Proposal between the City of Spanish Fort, Alabama, and Sawgrass Consulting, LLC

Resolution No. 1344-2023----A Resolution Awarding a Bid for the Patrician Drive Improvements Project for the City of Spanish Fort, Alabama

Resolution No. 1346-2023----A Resolution Authorizing Employees of the City of Spanish Fort to Make a One-time Donation of Accrued Sick Leave to a Sick Leave Bank for an Employee

Resolution No. 1347-2023----A Resolution Authorizing the Mayor to Enter into an Agreement with Cobbs, Allen & Hall, Inc.

Resolution No. 1348-2023----A Resolution Authorizing the Mayor to Execute a Proposal between the City of Spanish Fort, Alabama, and Goodwyn Mills Cawood, LLC

Resolution No. 1349-2023----A Resolution Authorizing the Mayor to Execute a Proposal between the City of Spanish Fort, Alabama, and Goodwyn Mills Cawood, LLC

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, July 5, 2023

**Spanish Fort City Council
Minutes, Regular Meeting, June 5, 2023**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, June 5, 2023, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Shane Perry led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of May 15, 2023, and the Work Session of May 24, 2023, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

REPORTS OF COMMITTEES AND OFFICERS

There were none.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

Congressman Jerry Carl recently sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out that survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

Spanish Fort Police would like to announce its very first kids summer camp. It will be held from July 10th - July 14th from 900 a.m. - 12:30 p.m. at various locations within Spanish Fort. There is no cost to attend, and spaces are limited. This is for kids entering 3rd grade through 5th grade for the 2023-2024 school year. If interested, please contact Corporal McGuff at smcguff@cityofspanishfort.com.

Spanish Fort Fire Rescue is currently hosting its 5th Annual Fire and Life Safety Summer Camp for rising first through sixth grade students this week, June 5th-9th. Campers are learning about fire safety, using a fire extinguisher, seeing the Jaws of Life and a car fire demonstration, and practicing how to exit a house filled with simulated smoke, and more. Campers will also be visited by the Spanish Fort Police Department, Medstar EMS, Lifeflight 2, and 911.

The Spanish Fort Public Library will be hosting Summer Reading events each Tuesday this summer. Check out the Library's website at <https://www.spanishfortpubliclibrary.org> under the events tab to see what is happening each week.

The City of Spanish Fort and the Spanish Fort Public Library will host a Lifesouth Blood Drive at the Spanish Fort Community Center, 7361 Spanish Fort Blvd., on Monday, June 26, 2023, from 10:00 a.m. to 5:00 p.m. To schedule a donation, go to https://donors.lifesouth.org/donor/schedules/drive_schedule/802060.

OLD BUSINESS

There was none.

NEW BUSINESS

Presentation of Anniversary Plaque to City Employee

Mayor McMillan presented a plaque to Administrative Assistant Nita D. Hall in commemoration of 25 years of service to the City of Spanish Fort. Mayor McMillan acknowledged Nita's contributions to the City and thanked her for her years of service.

Resolution No. 1338-2023

Mayor McMillan presented Resolution No. 1338-2023, a resolution authorizing the Mayor to execute an agreement for architectural and engineering services between the City of Spanish Fort, Alabama, and Forrest Daniell & Associates, P.C., for the addition of an elevator at the Spanish Fort Community Center. David Conner explained the proposed resolution. Discussion followed.

Resolution No. 1339-2023

Mayor McMillan presented Resolution No. 1339-2023, a resolution authorizing the Mayor to execute an agreement for engineering services between the City of Spanish Fort, Alabama, and Matthew Jones Engineering, LLC, for Caisson Trace drainage improvements. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Resolution No. 1339-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1341-2023

Mayor McMillan presented Resolution No. 1341-2023, a resolution authorizing the Mayor to enter into a contract for the provision of athletic camps. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Curt Smith to adopt Resolution No. 1341-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1342-2023

Mayor McMillan introduced Resolution No. 1342-2023, a resolution authorizing the Mayor to execute a proposal between the City of Spanish Fort, Alabama, and Sawgrass Consulting, LLC. David Conner explained the proposed resolution, and Mr. Conner informed the City Council that he has a conflict of interest on this item. Discussion followed.

Resolution No. 1343-2023

Mayor McMillan introduced Resolution No. 1343-2023, a resolution authorizing the Mayor to enter into a reciprocal agreement with Baldwin County for the exchange of tax returns. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Perry to adopt Resolution No. 1343-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1344-2023

Mayor McMillan introduced Resolution No. 1344-2023, a resolution awarding a bid for the Patrician Drive Improvements Project for the City of Spanish Fort, Alabama. David Conner explained the proposed resolution. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:22 p.m.

Approved this ____ day of June, 2023.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, June 5, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, June 5, 2023, at 4:35 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council interviewed an applicant for the Junior City Council and discussed general municipal business.

Mr. David Conner, City Attorney, made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Shane Perry to go into executive session at 5:24 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan announced that the executive session would last approximately 35 minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:58 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:58 p.m.

Approved this _____ day of June, 2023.

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 638-2023

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT ESTABLISHING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY AS B-3, GENERAL BUSINESS DISTRICT

WHEREAS, the owner of the property, Anthem Development LLC, has requested that property described below be pre-zoned in accordance with Ala. Code § 11-52-85 (1975); and

WHEREAS, the owner has submitted a request in writing that the subject property be zoned B-3, General Business District, upon its annexation into the corporate limits of the City of Spanish Fort; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on June 12, 2023, and the City Council of the City of Spanish Fort held a meeting on July 5, 2023, for the purpose of receiving public comments on the proposed zoning classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Establishment of Zoning Classification.

In accordance with Ala. Code § 11-52-85 (1975), upon annexation of that certain property bearing Baldwin County Tax Parcel No. 05-33-04-18-0-000-002.003 into the corporate limits of the City of Spanish Fort, said property being more particularly described as set forth in the legal description in Exhibit “1” which is attached hereto and made a part of this Ordinance as though set forth fully herein, the said property shall be zoned B-3, General Business District.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the establishment of the zoning classification of B-3, General Business District, on the above-referenced property.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT “1” TO ORDINANCE NO. 638-2023

LEGAL DESCRIPTION:

From the Northeast corner of Section 18, run thence West 1625 feet to the West Right of Way of Hwy 31, thence Southwest along said right of way 3375 feet, for the Point of Beginning, thence continue Southwest 567.3 feet, thence West 470 feet, thence North 564 feet, thence East 533 feet to the Point of Beginning, containing 6.4 acres more or less. Known as Parcel #33-04-18-0-000-002.003

ORDINANCE NO. 639-2023

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 10th day of March, 2023, Anthem Development, LLC, being the owner of the parcel of real property hereinafter described, acting by and through its manager Geoffrey A. Lane, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this _____ *day of* _____, *2023*.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA
TO THE CITY OF SPANISH FORT, ALABAMA:

I, Geoffrey A. Lane, acting in my capacity as President of ANTHEM DEVELOPMENT, LLC, an Alabama limited liability company (hereinafter referred to as the Petitioner), which is the owner of the hereinafter described property, does hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the corporate limits of the City of Spanish Fort in accordance with Ala. Code §§11-42-20 through 11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that it is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that either (1) all of the property described in

Exhibit A does not lie within the police jurisdiction of any other municipality, or (2) in the event any portion of the said property lies within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort and zoning the said property as B-3.

IN WITNESS WHEREOF, the undersigned Petitioner has caused this instrument to be executed by its duly authorized representative on this the 10th day of March, 2023.

ANTHEM DEVELOPMENT, LLC



GEOFFREY A. LANE, As Manager

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Richard E. Davis a Notary Public, in and for said County in said State, hereby certify that GEOFFREY A. LANE, whose name as Manager of ANTHEM DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of March, 2023.

Richard E. Davis
NOTARY PUBLIC
My Commission Expires: 7/19/2026

RICHARD E. DAVIS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JUL. 19, 2026

EXHIBIT A

From the Northeast corner of Section 18, Township 4 South, range 3 East, run thence West 1625 feet to the West Right of Way of Highway 31, thence Southwest along said right of way 3375 feet, for the Point of Beginning, thence continue Southwest 567.3 feet, thence West 470 feet, thence North 564 feet, thence East 533 feet to the Point of Beginning, containing 6.4 acres more or less. Known as Parcel #33-04-18-0-000-002.003

RESOLUTION NO. 1338-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES
BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND FORREST
DANIELL & ASSOCIATES, P.C., FOR THE ADDITION OF AN ELEVATOR AT
THE SPANISH FORT COMMUNITY CENTER**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to execute an agreement with Forrest Daniell & Associates, P.C., for architectural and engineering services relating to the addition of an elevator at the Spanish Fort Community Center, in accordance with the proposal which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494

June 13, 2023 (Revised)

Mayor Mike McMillan
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

Re: Proposal for Elevator Addition
Spanish Fort Community Center

Dear Mayor McMillan,

Following is a proposal for architectural and engineering services for the addition of an elevator and necessary remodeling required to accommodate the new elevator. This will include the addition of a corridor in the classroom space west of the elevator location that leads from the library to the corridor, and a corridor on the second floor connecting the elevator to the library loft.

Engineering services will include structural engineering required for second floor framing, hoist beam, shaft structure and possible modification of trusses for overhead clearance; electrical engineering for elevator power, and electrical/mechanical engineering for addition of corridors as described above.

We propose to provide the architectural services for a fixed fee of \$15,000.00, and the structural, mechanical and electrical engineering fees for \$10,360.00 as described in the attached proposal from Precision Engineering, for a total fee of \$25,360.00.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Forrest Daniell". The signature is written in a cursive, flowing style.

Forrest Daniell
President



Forest Daniell & Associate, P.C.

Revision: 0

Spanish Fort Community Center (Elevator Addition)

5/10/2023 9:25

P23003	DESCRIPTION	TOTAL
	Project Management	\$0.00
	Structural Engineering	\$3,400.00
	Civil Engineering	\$0.00
	Mechanical Engineering	\$3,480.00
	Electrical Engineering	\$3,480.00
	Construction Management	\$0.00
Engineering Grand Total		\$10,360.00
	Professional Land Survey Fess Estimate	0.00
	Professional Geotechnical Engineering Fee Estimate	0.00
	Professional Architectural Fee estimate	0.00
10%	Subcontractor Mark-Up	0.00
Sub Contractor Grand Total		\$0.00
	Engineering Sub-Total	\$10,360.00
	Sub Contractor Sub-Total	\$0.00
Grand Total		\$10,360.00
Contingency Rate		0% \$0.00
Escalation Rate		0% \$0.00
TOTAL ENGINEERING FEE		\$10,360.00

Engineering Fee

NOTES:

The original documents show the elevator framing only on the first floor. The structural fee portion includes the effort to design and produce documents for second floor framing and roof truss modification. The Mechanical and Electrical fees are estimates only. The original drawings require that the mechanical and electrical be installed for the future elevator. The Mechanical & Electrical fees represent 24 hrs. ea. @ \$145/hr. This could decrease but we will not know for sure until we take a look at what is actually in place.

RESOLUTION NO. 1342-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL
BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND
SAWGRASS CONSULTING, LLC**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to execute a proposal with Sawgrass Consulting, LLC, for surveying services, civil engineering services and structural engineering services for the construction of a storage building on City-owned property at Jay Drive in the amount of \$58,000.00. A copy of the proposal is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective immediately upon its

adoption. *ADOPTED AND APPROVED this _____ day of _____, 2023.*

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

June 11, 2023

Mayor Michael M. McMillan
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

RE: Spanish Fort Fire-Rescue Storage Barn – Jay Drive

Dear Mayor McMillan:

Sawgrass Consulting, LLC, is pleased to provide you with a proposal for the Land Surveying, Civil Engineering and Structural Engineering Services for the Spanish Fort Fire-Rescue Storage Barn project as shown in Exhibit "A" attached hereto. This proposal includes the following Scope of Services and Fees for the Civil Site and Building Foundation Design:

Surveying Services

Lump Sum \$2,500.00

- Boundary & Topographic Survey of PPIN 270164 (30897 Jay Drive)

Civil Engineering Services

Lump Sum \$40,000.00

- Site Grading and Drainage Plan
- Utility Plan
- Geometry Plan
- Erosion Control Plan
- Construction Details
- Construction Administration, Engineering, and Inspection Services
- Geotechnical Construction Testing
- Landscape Plan
- Meetings Comments and Revisions

Structural Engineering Services (Building Foundation Only (if required))

Lump Sum \$10,000.00

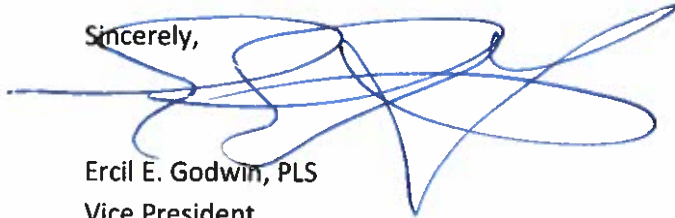
- Building foundation design will be for the 50'x50' Pre-Engineered Metal Building (PEMB) purchased by the City of Spanish Fort, or others, and as designed by others. No architectural services will be provided as part of the scope of services.

All Land Surveying and Civil Engineering Services listed above are those required to navigate the requirements for Site Plan and Building Permit Approval through the City for Spanish Fort per those specifications provided by Spanish Fort Fire-Rescue. Please note that all services described herein are for design services only and do not include any construction services or fees or the purchase of the

proposed metal building. Construction estimating will be provided to assist in budgeting and review of bids. Building construction would typically be bid inclusive of the purchase of the PEMB which could also include the foundation design. **Sawgrass has been provided an estimate of \$150 per square foot of building as a budget for building construction and site work or approximately \$375,000.00. Please note this is an estimate only and prices are subject to change.**

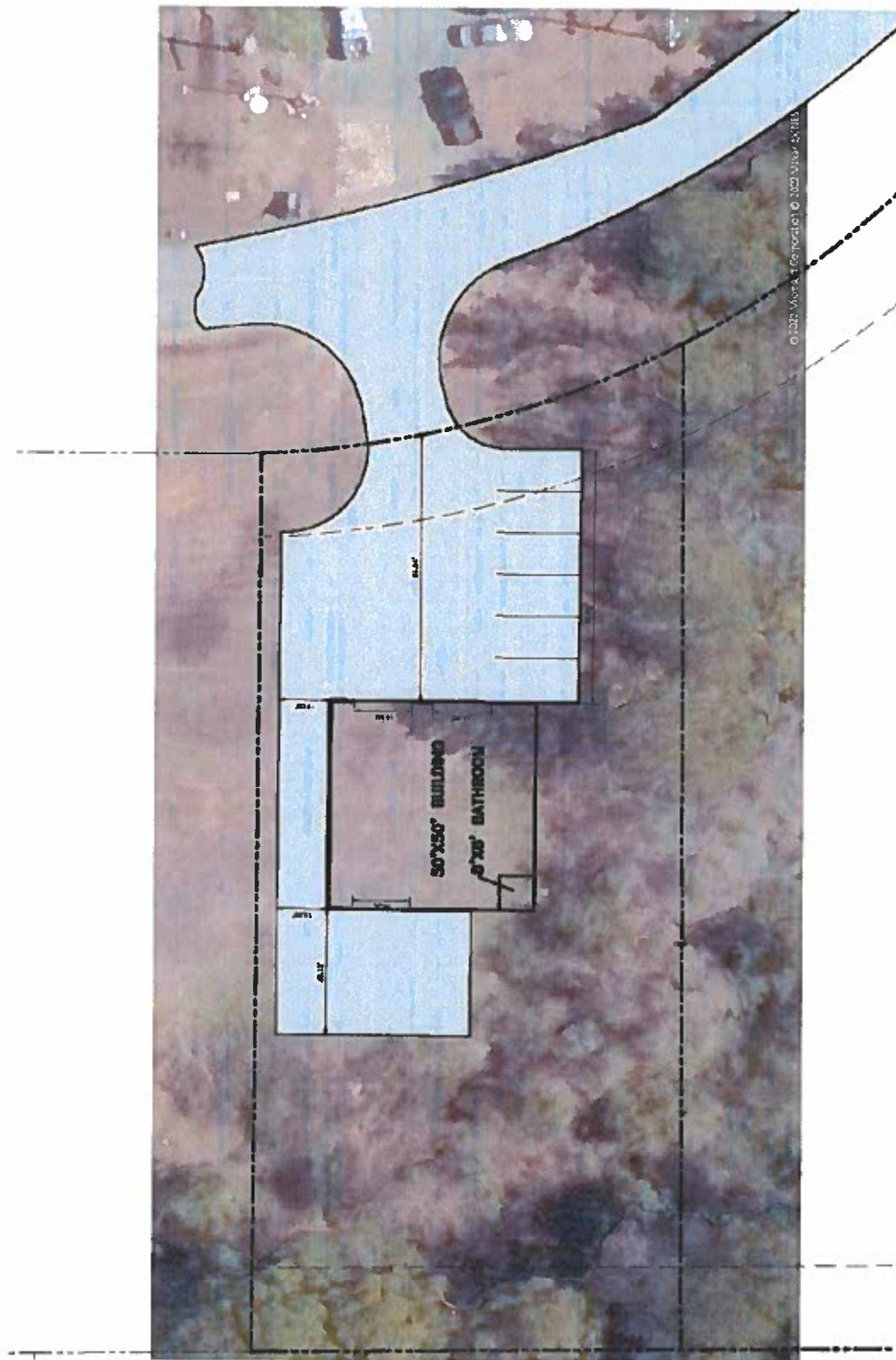
Should you have any questions, please do not hesitate to contact me at 251.234.0229 or egodwin@sawgrassllc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ercil E. Godwin', with a large, stylized flourish extending to the right.

Ercil E. Godwin, PLS
Vice President

EXHIBIT "A" PROPOSED LAYOUT



RESOLUTION NO. 1344-2023

A RESOLUTION AWARDING A BID FOR THE PATRICIAN DRIVE IMPROVEMENTS PROJECT FOR THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the City of Spanish Fort plans to proceed with the Patrician Drive Improvements Project (“the Project”); and

WHEREAS, the City of Spanish Fort, Alabama, did legally advertise the bid opening date of December 1, 2022, in accordance with Alabama state law, and on that date, opened all bids in public and read them aloud; and

WHEREAS, Goodwyn Mills Cawood, LLC, acting on behalf of the City of Spanish Fort, subsequently reviewed all bids received and recommended that the contract be awarded to the lowest responsible bidder; and

WHEREAS, the Mayor and City Council find that the lowest responsible bid submitted for the Project was submitted by Blade Construction, LLC; and

WHEREAS, the City Council desires to award the bid for the Project to Blade Construction, LLC, as per its bid received on December 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA. AS FOLLOWS:

SECTION 1. The City Council hereby awards the bid for the Patrician Drive Improvements Project to Blade Construction, LLC. A copy of the bid tabulation record and bid recommendation compiled by Goodwyn Mills Cawood, LLC, is attached as Exhibit 1. A copy of the bid award is attached as Exhibit 2.

SECTION 2. The City Council hereby authorizes the Mayor to execute and enter into a contract with Blade Construction, LLC, for the Patrician Drive Improvements Project in the form attached hereto as Exhibit 3, subject to any changes approved by the Mayor.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

ADOPTED and APPROVED this ____ *day of* _____ 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

The Honorable Michael M. McMillan
Mayor City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

May 31, 2023

RE: PATRICIAN DRIVE DRAINAGE IMPROVEMENTS REBID
FOR THE CITY OF SPANISH FORT
SPANISH FORT, AL
GMC PROJECT NO.: CMOB170064(R3)

Dear Mayor McMillan,

Goodwyn Mills Cawood, LLC. (GMC) has reviewed the negotiated bid for the referenced project received on December 1, 2022.

The negotiated bidder was Blade Construction, LLC., from Foley, Alabama in the amount of \$997,972.00. This contractor is licensed and in good standing with the Alabama General Licensing Board for General Contractors. GMC recommends award of the contract Blade Construction, LLC., in the amount of 997,972.00. Attached is a certified bid tabulation for your files.

Upon award, please sign and date the attached Notice of Award. Also attached is the Agreement and Notice to Proceed prepared for your signature and then return to our office via email for further processing.

We will schedule a pre-construction meeting in the near future. If you have any questions, please do not hesitate to call.

Sincerely,
GOODWYN MILLS CAWOOD, LLC.

Craig Sanford, P.E.
Project Manager

CS:am

Enclosure:

TABULATION OF BIDS
PATRICIAN DRIVE DRAINAGE IMPROVEMENTS REBID
FOR THE CITY OF SPANISH FORT, ALABAMA
GMC PROJECT NO. CMOB-170064 (R3)

NEGOTIATED BID: DECEMBER 1, 2022

Item No.	Qty.	Unit	Description	Blade Construction, LLC. Foley, AL	
				Unit Price	Total Price
1	1	LS	Mobilization	\$ 35,000.00	\$ 35,000.00
2	1	LS	Clearing, Grubbing & Misc. Demolition (Includes Asphalt Patch)	\$ 81,500.00	\$ 81,500.00
3	1	LS	Pond Lining	\$ 116,550.00	\$ 116,550.00
4	5,485	CY	Unclassified Excavation	\$ 48.00	\$ 263,280.00
5	2,008	CY	Compact Fill	\$ 27.00	\$ 54,216.00
6	1	EA	Replace Clay Core at Pipe Excavation	\$ 23,000.00	\$ 23,000.00
7	93	SY	Concrete Sidewalk Removal	\$ 15.00	\$ 1,395.00
8	93	SY	Concrete Sidewalk	\$ 75.00	\$ 6,975.00
9	89	SY	Asphalt Pavement Patch	\$ 150.00	\$ 13,350.00
10	35	LF	Gravel Road	\$ 250.00	\$ 8,750.00
11	33	LF	18" Class 3 RCP	\$ 125.00	\$ 4,125.00
12	408	LF	24" Class 3 RCP	\$ 165.00	\$ 67,320.00
13	74	LF	36" Class 3 RCP	\$ 400.00	\$ 29,600.00
14	1	LS	Remove Existing 18" RCP & Type B Inlet	\$ 8,000.00	\$ 8,000.00
15	4	EA	Type "M" Manhole	\$ 11,500.00	\$ 46,000.00
16	2	EA	Open Throat Inlet	\$ 8,500.00	\$ 17,000.00
17	1	EA	Core Drill Ex. SWSI Box	\$ 3,500.00	\$ 3,500.00
18	1	EA	36" Headwall	\$ 5,500.00	\$ 5,500.00
19	1	EA	Outlet Structure	\$ 17,500.00	\$ 17,500.00
20	1	EA	Pump to Drain Pond	\$ 10,500.00	\$ 10,500.00
21	1	EA	Canal Gate	\$ 19,000.00	\$ 19,000.00
22	3	EA	Concrete Anti-Seep Collar	\$ 12,500.00	\$ 37,500.00
23	1,293	CY	Topsoil	\$ 30.00	\$ 38,790.00
24	1.80	AC	Seeding (mix 3E)	\$ 2,000.00	\$ 3,600.00
25	1.80	AC	Mulching Class	\$ 2,000.00	\$ 3,600.00
26	2383	LF	Silt Fence	\$ 5.50	\$ 13,106.50
27	2383	LF	Silt Fence Removal	\$ 1.50	\$ 3,574.50
28	5	EA	Silt Saver Inlet Protection	\$ 1,250.00	\$ 6,250.00
29	29	EA	Erosion Eels	\$ 150.00	\$ 4,350.00
30	60	SY	Rip Rap	\$ 350.00	\$ 21,000.00
31	1	EA	Temporary Construction Entrance	\$ 5,500.00	\$ 5,500.00
32	1	LS	Engineering Controls	\$ 7,500.00	\$ 7,500.00
33	48	SF	Construction Signs	\$ 22.50	\$ 1,080.00
34	30	EA	Channelization Drums	\$ 150.00	\$ 4,500.00
35	60	EA	Cones	\$ 50.00	\$ 3,000.00
36	60	EA	Ballast	\$ 1.00	\$ 60.00
37	1	LS	ADEM Permit	\$ 5,000.00	\$ 5,000.00
38	1	LS	Geotechnical	\$ 7,500.00	\$ 7,500.00
TOTAL BASE BID					\$ 997,972.00


R. Craig Sanford, PE, License No. 27863

Exhibit 2

NOTICE OF AWARD

Date of Issuance: May 31, 2023

Owner: City of Spanish Fort Owner's Project No.:

Engineer: Goodwyn Mills Cawood LLC Engineer's Project CMOB170064(R3)

Project: Patrician Drive Drainage Improvements Rebid

Contract Name:

Bidder: Blade Construction LLC

Bidder's Address: 18234 County Road 12 S, Foley, AL 36535

You are notified that Owner has accepted your Bid dated 12/01/2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Patrician Drive Drainage Improvements Rebid

The Contract Price of the awarded Contract is \$ 997,972.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the signed Agreement(s) and the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: **City of Spanish Fort**

By (signature): _____

Name (printed): Michael M. McMillan

Title: Mayor

Contractor: Blade Construction LLC

By (signature): _____

Name (printed): Colin Uter

Title: President

Exhibit 3

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Spanish Fort, Alabama, an Alabama municipal corporation ("Owner") and Blade Construction LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Patrician Drive Drainage Improvements Rebid – CMOB170064(R3)**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Drainage improvements along Patrician Drive including inlets and stormwater permitting. Modification of existing stormwater detention facility including grading work and new outlet control structure and piping.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Goodwyn Mills Cawood, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Goodwyn Mills Cawood, LLC.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Nine Hundred Ninety-Seven Thousand, Nine Hundred Seventy-Two Dollars,
(\$ 997,972.00)

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. As per HB24, Act #2014-404, all monies not paid when due to the Contractor shall be entitled to interest from awarded authority, at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama, on the unpaid balance due.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **14** sheets with each sheet bearing the following general title: **Patrician Drive Drainage Improvements Rebid for the City of Spanish Fort CMOB170064(R3)**.

8. Addenda (numbers **[number]** to **[number]**, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

- a. N/A
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as alternates highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Spanish Fort

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Michael M. McMillan

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: City Clerk and Treasurer

(typed or printed)

Address for giving notices:

7361 Spanish Fort Boulevard

Spanish Fort, AL 36527

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Blade Construction LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Colin Uter

(typed or printed)

Title: President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

18234 County Road 12 S.

Foley, AL 36535

License No.: 44220

(where applicable)

State: Alabama

NOTICE TO PROCEED

Owner: City of Spanish Fort Owner's Project No.: _____
Engineer: Goodwyn Mills Cawood LLC Engineer's Project No.: CMOB170064(R3)
Contractor: Blade Construction LLC Contractor's Project No.: _____
Project: Patrician Drive Drainage Improvements Rebid
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

The number of days to achieve Substantial Completion is 120 days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion ; and the number of days to achieve readiness for final payment is 150 days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: City of Spanish Fort
By (signature): _____
Name (printed): Michael M. McMillan
Title: Mayor
Date Issued: _____

Contractor: Blade Construction LLC
By (signature): _____
Name (printed): Colin Uter
Title: President
Date Issued: _____

RESOLUTION NO. 1345-2023

**A RESOLUTION APPOINTING MEMBERS TO THE CITY OF SPANISH FORT
JUNIOR CITY COUNCIL**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The following persons are hereby appointed to serve as members of the City of Spanish Fort Junior City Council until May 31, 2023:

Ayden Kim
Caroline Pierce
Mia Todd
Micah Kent
Price Beall
Ryann Turner
Zahra Uddin

SECTION 2. All appointments made by this Resolution are subject to the terms and conditions contained in Resolution No. 1238-2022, as amended.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1346-2023

A RESOLUTION AUTHORIZING EMPLOYEES OF THE CITY OF SPANISH FORT TO MAKE A ONE-TIME DONATION OF ACCRUED SICK LEAVE TO A SICK LEAVE BANK FOR AN EMPLOYEE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes all City employees to make a one-time donation of accrued sick leave to a sick leave bank for an employee who will have exhausted all of their available sick leave, annual leave and personal days due to pregnancy and birth. All donating employees shall be required to sign a donation waiver form setting forth the amount of sick leave donated by the employee, and the donating employee shall designate the employee receiving the donation of sick leave and the amount donated to such employee.

SECTION 2. Any unused sick leave donated to the bank will revert back to the donating employees on a pro-rata basis as determined by the City Clerk.

SECTION 3. Nothing contained in this Resolution shall be construed to authorize future grants or donations of sick leave by employees.

SECTION 4. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this ____ day of ____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

RESOLUTION NO. 1347-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH COBBS, ALLEN & HALL, INC.**

WHEREAS, it is in the best interest of the City of Spanish Fort, Alabama, to secure the services of Cobbs, Allen & Hall, Inc., for the purposes of strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

Section 1. The Mayor is hereby authorized to execute an agreement, attached hereto as Exhibit 1, with Cobbs, Allen & Hall, Inc., to provide strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs, subject to any changes approved by the Mayor.

Section 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this _____ *day of* _____, ***2023.***

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is effective **July 1, 2023** ("Effective Date"), between Cobbs, Allen & Hall, Inc. an Alabama corporation, having its principal office at 115 Office Park Drive, Birmingham, Alabama 35223 ("Consultant"), and the City of Spanish Fort having its principal office at, 7361 Spanish Fort Blvd, Spanish Fort, AL 36527 ("Client").

PURPOSE

- (1.) Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;
- (2.) Consultant has experience in assisting employers with designing and servicing employee benefit plans; and
- (3.) Client desires to have Consultant provide such services as further provided in this Agreement.

THEREFORE, in consideration of the mutual promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties further agree:

AGREEMENT

I. Term and Termination

(A) The initial term of this Agreement shall be for that period of time beginning on the Effective Date and ending on **December 31, 2025** ("Initial Term").

(B) Following the completion of the Initial Term, this Agreement shall automatically renew for additional one-year terms on each anniversary of the Effective Date ("Additional Term") and remain in effect until either party gives written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term.

(C) Consultant may at any time terminate this Agreement or withhold its services in the event of a material breach by Client of any of the terms of this Agreement or upon the occurrence of any of the events described in Section I (E), below.

(D) Termination of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

(E) If either party is declared insolvent or bankrupt in a legal proceeding, is the subject of any legal proceedings related to its liquidation, insolvency, or for the appointment of a receiver, conservator, or similar officer for it, makes an assignment for all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then all payment obligations under this Agreement shall be deemed to be administrative expenses of the insolvent or bankrupt party. The receiver, conservator, or such similar officer shall have 30 days to notify the other party that it is terminating this Agreement as of a date within such 30-day period. If the other party is not so notified, this Agreement shall not be terminated, but shall continue all its terms.

II. Consultant's Responsibilities

(A) Consultant's sole responsibilities to Client are limited to those described in this Agreement and any exhibits attached hereto.

(B) Consultant shall faithfully execute its responsibilities as outlined in the *Scope of Services*, attached as **Exhibit 1**, which may be amended from time to time.

(C) Consultant will assign or substitute, at its sole discretion, its personnel according to the needs of Client, and according to the disciplines required to complete any task necessary to execute its responsibilities as outlined in the Scope of Work in a professional manner.

(D) Client agrees that Consultant may rely upon any written instructions or information provided to Consultant by Client related to Consultant's performance of the services outlined in the Scope of Work. Consultant has no obligation to investigate the accuracy of such instructions or information provided by Client. Consultant shall incur no liability resulting from Consultant's reliance on instructions or information provided by Client.

(E) Consultant will recommend insurance products, vendors, business partners, or other third parties for Client that Consultant believes are suitable for Client's needs.

III. Client's Responsibilities

(A) Client agrees to furnish to Consultant or otherwise facilitate the furnishing of all information necessary for Consultant to perform the services outlined in the Scope of Work, including without limitation information concerning its ownership or controlled group status, employees and their classifications and locations, existing employee benefit plans and benefit plan claims data, and all information which is material to an insurer's

coverage requirements or which might influence insurers in deciding to accept Client's business to the extent such information is in the possession, custody, or control of Client. Client agrees to advise Consultant promptly of any changes in its business operations or ownership that may affect Consultant's services or Client's insurance products and services. Client's duty of disclosure applies throughout the term of this Agreement, including without limitation to initial coverage and renewals of coverage.

(B) While Consultant will make recommendations to Client as provided in Section II.(E), Client acknowledges and agrees that Client is the sole decision maker with regard to which insurance products, vendors, business partners, or third parties Client may decide to engage. Client will make all final decisions relating to its employee benefit plans, insurance coverages, risk management, and loss control needs. Client represents and warrants to Consultant that it will independently investigate any insurance products, vendors, business partners, or third parties to Client's satisfaction before instructing Consultant to facilitate Client's relationship with such insurance products, vendors, business partners, or third parties. Client agrees that Consultant is not responsible for the insurance products or services provided by any vendor, business partner, or other third party or any claim against Client that may arise directly or indirectly out of Client's use of a vendor, business partner, or third party or any product or service provided to Client by a vendor, business partner, or third party, including, but not limited to, claims arising under the Patient Protection and Affordable Care Act, the Employee Retirement Income Security Act of 1974, as amended or the United States Internal Revenue Code of 1986, as amended, regardless of whether the claim is related to a group health insurance plan sponsored by Client.

(C) Client agrees to review all insurance policies and related documents received in conjunction with the insurance products, vendors, business partners, or third parties Client selects. Client shall promptly advise Consultant of any questions or of any document or provision Client believes may not be consistent with Client's instructions or expectations. Client's coverage is defined exclusively by the terms and conditions detailed in Client's insurance policies and endorsements.

(D) If, pursuant to this Agreement, Client or any of its authorized employees access services offered through a website or software provided to Client by Consultant, or any website or software administered by a third-party assignee of Consultant, Client agrees to take commercially reasonable precautions to maintain the privacy of usernames and passwords for any such services. In addition, Client agrees that security of transmissions over the Internet cannot be guaranteed. Consultant shall not be liable for; (i) Client's access to the Internet; (ii) interception or interruptions of communications through the Internet; or (iii) changes, losses, or misappropriations of data through the Internet. Consultant may suspend Client or Client's employee(s) use of such services immediately, without notice, pending an investigation, if any breach of security is suspected.

(E) Client shall notify Consultant in writing immediately upon becoming aware of any complaint, allegation, or incident of any misconduct or alleged violation involving or affecting the services provided by Consultant to Client under this Agreement.

IV. Mutual Cooperation. Client and Consultant agree that they will fully cooperate with all reasonable requests for assistance from one party to another during the term of this Agreement. Client and Consultant will make diligent efforts to identify the causes of any problems in Consultant's performance of the services outlined in the Scope of Work, to address and resolve any such problems promptly, efficiently, and amicably.

V. Consultant's Compensation - Commission. Consultant agrees to provide Consulting Services to Client and compensated through the receipt of commissions from any employee benefit insurance line of coverage placed by Consultant. All consulting services and value-added services, as described in the Scope of Services in Exhibit 1, are to be covered by the existing compensation structure.

VI. Confidentiality

(A) Both parties agree to keep confidential all materials and information that either party provides to the other and marks "confidential." Neither party shall reproduce, disclose, or disseminate the confidential information of the other party to third parties without the express written consent of such other party.

(B) In addition to those disclosures otherwise authorized by this Agreement, Client agrees that Consultant may disclose confidential information received by Consultant pursuant to this Agreement if such disclosure is (i) compelled by a court decree, subpoena, or other legal, administrative, or regulatory order or process, or (ii) in the opinion of its counsel, otherwise required by law, rule or regulation, or necessary or appropriate in connection with any litigation or other proceeding to which Consultant is involved. To the extent practicable and not otherwise prohibited by law or any such order or process, Consultant will use commercially reasonable efforts to notify Client prior to any proposed disclosure of confidential information.

(C) Consultant and Client further agree to limit their use and disclosure of protected health information as described in the Business Associate Agreement, attached as **Exhibit 2**.

VII. No Tax or Legal Advice. Although Consultant may make tax or legal compliance recommendations while performing its services to Client, Client understands and agrees that Consultant is not engaged in the practice of law, accounting, or the provision of legal or accounting services. Client agrees that no advice provided by Consultant during its relationship with Client will be construed as legal or tax advice or as substitute for legal or tax advice. Client agrees to refer to its legal or tax advisor, at its own expense, any matter that Client believes calls for a legal or tax opinion.

VIII. Indemnifications

(A) In performing its obligations under this Agreement, Consultant shall have no duty to defend against any legal action or proceeding brought to recover a claim for employee benefit plan benefits or any causes of actions for expenses or liabilities incidental to an employee benefit plan. Consultant shall, however, cooperate with Client to provide evidence in its possession that is relevant to any such legal action or proceeding. Client shall promptly notify Consultant of any legal action or proceeding that involves an employee benefit plan procured by Client with Consultant's assistance or that otherwise relates to Consultant's services performed under this Agreement.

(B) Except as otherwise provided in this Agreement, Client shall retain responsibility for all employee benefit plan claims and all expenses and liabilities incidental to an employee benefit plan, and agrees to indemnify Consultant for and hold it, its subsidiaries, affiliates, related and parent companies, their respective shareholders, employees, attorneys, advisors, officers, directors, agents, representatives, insurers and reinsurers (all indemnified parties referred to as "Consultant's Indemnified Parties") harmless from and to defend it against all claims, demands, damages (including liquidated, punitive, and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, without limit, that may be asserted or brought against any of Consultant's Indemnified Parties which are in any way related to the services provided by Consultant to Client under this Agreement or arising out of any legal action or proceeding claiming a breach of fiduciary duty or claiming to recover benefits under any of Client's employee benefit plans.

(C) Consultant shall use reasonable care and diligence in exercising its powers and performing its duties under this Agreement. Furthermore, Consultant agrees to indemnify and hold Client harmless against any expenses, reasonable attorneys' fees, and court costs, for which Client may become liable resulting from or arising out of grossly negligent, fraudulent, or criminal acts of Consultant or its employees or agents.

(D) If any action, suit, or other proceeding is commenced, or any claim or demand is asserted, relating to which a party (an "Indemnitee") demands indemnification pursuant to this section (each a "Claim"), the Indemnitee shall, with reasonable promptness, notify the party from which such indemnification is demanded (the "Indemnitor") of such Claim. Such notice shall describe the nature of such Claim in reasonable detail and include such written information that the Indemnitee has received with regard to the Claim as may be reasonably necessary for the Indemnitor to evaluate the Claim. The Indemnitee's failure to give such notice to the Indemnitor shall not relieve the Indemnitor from any of its obligations under this Agreement, except to the extent such failure materially and substantially prejudices the defense of the action or proceeding by the Indemnitor. The Indemnitor shall have the right to control the defense of any action, suit, or other proceeding brought by a third party that constitutes a Claim (each a "Third Party Claim") with counsel approved by the Indemnitee, which approval shall not be withheld unreasonably, all at the Indemnitor's sole cost and expense. The Indemnitor may not settle any such Third-Party Claim without the Indemnitee's consent, which consent shall not be withheld unreasonably (provided, however, that Indemnitor shall not be required to consent to any admission of guilt or criminal wrongdoing as part of any settlement), and the Indemnitee, at its sole expense, may employ separate counsel and participate in such defense. The Indemnitee and Indemnitor shall cooperate with each other reasonably in connection with the defense of any Third-Party Claim.

(E) Notwithstanding anything to the contrary in this Agreement, Consultant's aggregate limit of liability in any calendar year shall not exceed the total compensation received by Consultant by or on behalf of Client during the 12-month period immediately preceding the date of loss. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The obligations of Client and Consultant under this Section VIII shall survive the termination of this Agreement.

IX. Relationship of the Parties

(A) All employee benefit plans maintained by Client shall be the sole responsibility of Client, including, without limitation, Client's responsibility for compliance with all applicable federal and state laws and regulations. Consultant exercises no discretionary authority over any benefit plan and shall not, for any purpose under the Employee Retirement Income Security Act of 1974, as amended, or otherwise, be deemed to be a "Plan Administrator" of a benefit plan or a "fiduciary" with respect to a benefit plan. Consultant does not assume any responsibility for the sponsorship, design, management, administration, or funding of any benefit plan, or any act or omission or breach of duty owed by Client to any benefit plan's participants.

(B) Client's engagement of Consultant under this Agreement is on an independent contractor basis. Client agrees that this engagement of Consultant shall not be considered a partnership, joint venture, or any other legal relationship other than that of an independent contractor. Consultant shall not be considered an insurer, underwriter, or guarantor with respect to any benefits payable under an employee benefit plan. Client retains and Consultant does not assume any financial risk or obligation with respect to claims for benefits payable by the Client under any employee benefit plan. Nothing in

this Agreement shall be deemed to impose upon Consultant any obligation to any employee of Client or any person who is participating in any of Client's employee benefits plans. No term or condition of this Agreement creates or is intended to create any third-party beneficiaries.

X. Other Provisions

(A) Amendment. This Agreement may only be modified in writing, executed by duly authorized representatives of Consultant and Client.

(B) Severability. If any court finds that any provision of this Agreement is unlawful or void or voidable for any reason, the remainder shall remain in full force and effect.

(C) Entire Agreement. The terms of this Agreement, including its exhibits, state the entire agreement between the parties with regard to the subject matter of this Agreement. The parties agree that this Agreement supersedes all prior agreements or understandings, whether oral or written, dealing with the subject matter of this Agreement.

(D) Waiver. No delay or omission by either party to exercise any right under this Agreement shall impair such right or be construed to be a waiver. A waiver by either party of any right or obligation under this Agreement shall not be construed to be a waiver of any subsequent right or obligation.

(E) Force Majeure. Each party shall be excused from performance under this Agreement (except with respect to the payment of fees) for any period and to the extent that it is prevented from performing any action, in whole or in part, as a result of delays beyond its reasonable control caused by the other party or by an act of God, war, civil disturbance, natural disaster, pandemic declaration, inclement weather, labor dispute, third party non-performance, or other cause beyond its reasonable control, including without limitation, failures or fluctuation in electrical power, heat, light, air conditioning, telecommunications or networking equipment. Such non-performance shall not be a default or ground for termination of this Agreement.

(F) Notices. Wherever under this Agreement either party is required or permitted to give notices to the other, such notice shall be deemed given when in writing and (i) when personally delivered in-hand by a nationally recognized independent courier service, or (ii) when sent via certified mail, postage prepaid, to the other party. The parties shall deliver notices to the addresses shown for each other in the introductory paragraph of this Agreement.

(G) Assignment. Client agrees that Consultant may assign some or all of its rights and obligations under this Agreement without Client's express consent, and Consultant's rights and obligations under this Agreement will automatically inure to the benefit of any successor of Consultant. Likewise, Client's obligations under this Agreement shall be binding on any successor of Client.

(H) Choice of Law. Client agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(I) Arbitration, Jury Waiver, and Attorneys' Fees. Client and Consultant agree that all disputes, claims, and controversies (collectively a "claim") between them, whether individual, joint, or class in nature, arising from this Agreement or otherwise, shall be arbitrated in Sylacauga, Alabama, pursuant to the Commercial Arbitration Rules of the American Arbitration Association upon request of either party, except for any action brought by Consultant to enforce its right to payment hereunder, which may be brought in any court having jurisdiction. Any dispute over the arbitrability of a claim is subject to arbitration under this Section and shall be decided by the arbitrator before hearing any evidence regarding the claim. The parties shall arbitrate claims in confidence. The arbitrator's award and any findings must be provided to the parties in writing within 30 days of the final arbitration hearing. The arbitration will be binding and judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Section shall preclude any party from seeking equitable relief from a court having jurisdiction. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. A party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate proceedings of more than one person's or entity's claims, may not join other persons or entities, and may not preside over any form of a representative or class proceeding under this section. The statutes of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall apply to the construction, interpretation, and enforcement of this Section. To the extent that any court of competent jurisdiction determines that this arbitration provision is inapplicable or unenforceable with respect to any claim, the parties hereby irrevocably waive all right to trial by jury in any court in any action for the adjudication of such claim. The choice of law rules of any jurisdiction does not apply to the arbitrability of any claim or any waiver of jury trial under this section. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover from the other party its reasonable attorneys' fees and costs incurred.

(J) This Agreement may be executed in counterparts and electronic copies shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Cobbs, Allen & Hall, Inc.

City of Spanish Fort

By: William H. Hartsfield, Jr

Its: Executive VP of Employee Benefits

By: _____

Its: _____

Exhibit 1: Scope of Services
Effective: March 1, 2023

Consultant agrees to provide the following services to your plan for the compensation set forth in your *Consulting Agreement*. Services include but are not limited to:

Strategic Planning
<ul style="list-style-type: none">▪ Assist in defining and prioritizing strategic health and welfare plan objectives▪ Develop a successful and sustainable multi-year strategy▪ Monitor progress and implementation of the strategy over time▪ Assist in evaluation of administration of benefit programs▪ Evaluate current vendor relationships and monitor plan performance▪ Proactively develop project action timelines▪ Prepare Plan design recommendations▪ Set mid-year meetings to discuss plan performance and utilization▪ Orchestrate critical carrier meetings as needed▪ Assess feasibility of alternative funding methods and networks
Financial / Healthcare Analysis
<ul style="list-style-type: none">▪ Review and analyze experience claim reports▪ Assess current funding arrangements and make recommendations as needed▪ Assist in developing appropriate employee contribution levels▪ Evaluate current cost of benefits versus effectiveness of plan design▪ Evaluate stop loss deductibles, limits and plan language▪ Analyze utilization data and cost containment results of medical management▪ Develop a financial analysis of plan expenditures including actual and projected claims (medical and Rx), TPA administration fees, reinsurance premium, plan liability and funding levels for self-funded programs▪ Outline plan costs, claims expenditures and any applicable large claims reimbursements▪ Identify and monitor potential large claims for applicable self-funded health programs▪ Review network utilization
Renewal
<ul style="list-style-type: none">▪ Analyze and negotiate renewals with vendors▪ Review vendor renewal methodology, experience data and assumptions for accuracy▪ Develop and present alternative plan designs and provisions with associated financial impact▪ Assess proper calculations and assist with negotiations and contracting process▪ Provide renewal analysis and recommended alternatives including financial projections▪ Coordinate vendor meetings as necessary
Marketing
<ul style="list-style-type: none">▪ Develop plan specification based on feedback from strategic planning meeting▪ Jointly determine list of vendors best suited to meet plan goals and objectives▪ Perform pre-marketing evaluation of data, network service areas and administrative needs▪ Evaluate carrier client support services▪ Review vendor financial ratings▪ Perform analysis and comparison of plan features and costs▪ Assist in the scheduling of selected finalist site visits as needed▪ Assist in conducting finalist negotiations▪ Provide a report with proposed carrier and plan design
Open Enrollment
<ul style="list-style-type: none">▪ Provide guidance on delivering a comprehensive communication strategy▪ Prepare employee communications▪ Coordinate vendor sponsored communication material▪ Coordinate information and communication campaign between enrollment vendor and employer▪ Assist employer with questions regarding benefits
Actuarial
<ul style="list-style-type: none">▪ Provide a Plan Design Analysis to demonstrate values to benefit design changes▪ Prepare a Renewal Projection to set preliminary budgets prior to receiving the renewal

- Assess the risk and costs for various stop loss coverage levels
- Deliver monthly financial monitoring reporting for self-funded programs
- Estimate Incurred but Not Reported claims reserves for self-funded programs

Account Management Services

- Serve as employer's first point of contact for issues involving insurance carriers and vendors
- Monitor administrative process and assist in the resolution of issues
- Review contracts, certificates and benefit booklets to ensure fees, benefits, rates and eligibility are as agreed to during the renewal/marketing process
- Act as an employer advocate in the resolution of ongoing claims issues
- Coordinate regular service calls to discuss actionable items
- Assist with billing issues
- Coordinate changes in legal documents (contracts and policies)
- Provide implementation support for carrier / vendor changes
- Assist in coordination of wellness programs and meetings
- Assist in implementation of wellness programs

Compliance

- Assist with compliance with Federal Laws and Regulations
- Provide timely guidance related to Healthcare Reform (PPACA)
- Prepare annual employee disclosures
- Provide Access to Employment Law attorneys for escalated issues
- Communicate updates and changes in laws impacting Employee Benefits and Human Resources
- Provide access to periodic webcasts and compliance sessions
- Provide access to self-service compliance information via Mineral HR Portal
- Deliver *Compliance Corner* email updates with the latest in compliance and legislative issues

Human Resources

- Provide Human Resource Consulting by Cobbs Allen internal HR management team
- Provide assistance with HR structural, administrative and organizational issues
- Development and delivery of training modules, including Harassment, Supervisor, Drug-Free Workplace, Discipline and Discharge, FMLA, FLSA and other programs as needed
- Access to job description templates
- Salary Center – access to national compensation database
- Ergonomics assessment and training
- Employee Handbook Review
- Serve as “outsourced HR helpdesk” for general HR questions
- Employment Policy – Review, revisions and development

Communication

- Discuss and implement employee engagement strategies
- Prepare customized communication content to aid in educating the workforce
- Assist in communicating wellness initiatives
- Create educational programs
- Design and deploy employee surveys to collect employee feedback

Exhibit 2: Business Associate Agreement
Effective: March 1, 2023

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of **March 1, 2023**, by and between, City of Spanish Fort, (“Covered Entity”) and Cobbs, Allen & Hall, Inc. (“Business Associate”, in accordance with the meaning given to those terms at 45 CFR §164.501). In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

BACKGROUND

I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);

III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;

V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and

VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
- B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.

- D. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- E. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.B.
- F. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
- G. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- H. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- I. “HHS” means the U.S. Department of Health and Human Services.
- J. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- K. “Individual” has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- L. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- M. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- N. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- P. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

- A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held

confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

- C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
 - D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
 - E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

8. Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.

9. Access to PHI by Individuals.

- A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
- B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

- A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
- B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

- A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
- C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:

- A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

- A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

- C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 14.D. will survive any termination of this BAA.

16. Effect of BAA.

- A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
- B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

17. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

Covered Entity: City of Spanish Fort
Attn: Michael McMillan, Mayor
Telephone: 251-626-4884

Business Associate: Cobbs, Allen & Hall, Inc.
Attn: William H. Hartsfield
Telephone: 205-874-1985

- 19. Amendments and Waiver.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 20. HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30 days' prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: _____

Name: Michael McMillan

Title: Mayor

By: _____

Name: William H. Hartsfield

Title: Executive VP of Employee Benefits

RESOLUTION NO. 1348-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL
BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND
GOODWYN MILLS CAWOOD, LLC**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to execute a proposal with Goodwyn Mills Cawood, LLC, for professional engineering services and consultation services for the preparation of plans and specifications for construction of the 2023 Rebuild Alabama Grant project for the City of Spanish Fort. A copy of the proposed agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO. CMOB-230050**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF SPANISH FORT**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **2023 REBUILD PROJECT IN THE CITY OF SPANISH FORT, ALABAMA**, hereinafter referred to as the Project.

WHEREAS, OWNER desires to retain the ENGINEER as its engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Design Phase

- 1.1 Prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of and application of all permitting, including environmental permitting as defined in Article 2. County Health Department Permitting, ADEM Stormwater permitting, ALDOT permitting and other permitting shall be considered Additional Services.
- 1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. The preparation of these documents is conditioned upon the OWNER or its legal counsel providing confirmation in writing as to whether the Project is sales tax exempt, and the OWNER shall hold the ENGINEER harmless therefrom.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment related to ENGINEER'S plans.
- 1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors related to ENGINEER'S plans.
- 1.16 The ENGINEER will interpret the ENGINEER'S plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

- 1.17 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including monthly site visits as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. 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, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.18 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.
- 1.19 The ENGINEER will make a final review of the completed improvements to assess compliance with the engineering Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.20 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon acceptance of Contractor's work by OWNER. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.21 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or

testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and Maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements

necessary in the development of the project, and pay all costs incidental thereto.

- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Design, Bidding AND Construction Phases; the OWNER will pay ENGINEER a lump sum fee of **\$45,000.00.**
- 4.3 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A

written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**

- 4.4 For Geotechnical Engineering and Materials Testing the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.5 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.6 For legal, easement and deed surveys and preparation, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.7 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.8 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.9 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.11 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GMC Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.12 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GMC Standard Rate & Fee Schedule.

- 4.13 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.14 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's

experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the greater of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Baldwin County, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 Reports and Information: The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish to the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- 10.2 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

- 10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

THE CITY OF SPANISH FORT

By: _____
Michael McMillan

Title: _____
Mayor

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Wheeler Crook

Title: _____
Vice President, Engineering

Attest:

Craig Sanford, PE
Senior Project Manager



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2023 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 900.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 360.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 18.00
50-100 ft, per liner foot.....	\$ 21.00
Auger Boring without sampling, per foot.....	\$ 12.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 250.00
Bulk Samples from borings, each.....	\$ 60.00
Undisturbed Samples, each.....	\$ 80.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 425.00
3-man crew.....	\$ 625.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 25.00
Water truck, per hour.....	\$ 200.00
Rock coring (NX or NQ), per linear foot.....	\$ 55.00
Set-up charge for rock coring, per boring.....	\$ 90.00
Temporary casing, per linear foot.....	\$ 10.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test.....	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 500.00
Consolidation Test, ASTM D2435, per test.....	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour.....	\$ 160.00
Senior Project Manager, per hour.....	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour.....	\$ 200.00
Senior Engineer, P.E., per hour.....	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*.....	\$ 80.00
Engineering Technician, per hour*.....	\$ 65.00
Structural Steel Inspector, CWI, per hour*.....	\$ 130.00
Word Processing, per hour*.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day.....	\$ 175.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2023 unless otherwise agreed upon



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 500.00
Consolidation Test, ASTM D2435, per test	\$ 500.00
Resilient Modulus, AASHTO T-307, per test	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each.....	\$ 20.00
Compressive Strength Testing of Beams, each	\$ 80.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily vehicle trip charge, per day	\$ 75.00
Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day	\$ 175.00
Floor Profiler, per day	\$ 400.00
Equipment Charge, testing equipment, per day.....	\$ 75.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.



COST ESTIMATE:

Integrity Park Phase II

City of Spanish Fort

Spanish Fort, Alabama

Date: June 13, 2023

Project No.: CMOB 230047

Prepared by: CS

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
GRADING AND PAVING ITEMS					
1	20000	CY	Cut	\$ 20.00	\$ 400,000.00
2	5000	CY	Fill	\$ 10.00	\$ 50,000.00
3	8500	CY	Haul Off-Site	\$ 30.00	\$ 255,000.00
4	21000	CY	Topsoil Stripping / Disposal	\$ 30.00	\$ 630,000.00
5	5800	SY	4" Asphalt and Binder (3' / 1')	\$ 35.00	\$ 203,000.00
6	5800	SY	Aggregate Base	\$ 25.00	\$ 145,000.00
7	900	LF	24" Curb and Gutter	\$ 27.00	\$ 24,300.00
GRADING AND PAVING TOTAL					\$1,707,300
STORM SEWER ITEMS					
8	16	LF	12" HDPE	\$ 50.00	\$ 800.00
9	2	EA	12" Sloped Paved Headwall	\$ 500.00	\$ 1,000.00
10	4	EA	24" Grate Inlet	\$ 4,500.00	\$ 18,000.00
11	490	LF	24" RCP	\$ 80.00	\$ 39,200.00
12	2	EA	24" Junction Box	\$ 4,000.00	\$ 8,000.00
13	80	LF	30" RCP	\$ 125.00	\$ 10,000.00
14	375	LF	36" RCP	\$ 150.00	\$ 56,250.00
15	2	EA	36" Junction Box	\$ 4,500.00	\$ 9,000.00
16	1	EA	36" Sloped Paved Headwall	\$ 3,500.00	\$ 3,500.00
17	1	EA	Single Wing Storm Inlet	\$ 6,000.00	\$ 6,000.00
18	1	EA	Double Wing Storm Inlet	\$ 6,500.00	\$ 6,500.00
STORM SEWER TOTAL					\$158,250
MISCELLANEOUS ITEMS					
19	800	SF	8' x 150' Retaining Wall	\$ 90.00	\$72,000.00
20	27	EA	Silt Saver Inlet Protection	\$ 1,000.00	\$27,000.00
21	5300	LF	Class A Silt Fence	\$ 10.00	\$53,000.00
22	1	LS	Mobilization & General Conditions	\$ 100,000.00	\$100,000.00
23	1	LS	Controls	\$ 10,000.00	\$10,000.00
MISCELLANEOUS TOTAL					\$262,000
LANDSCAPE ITEMS					
24	1	LS	Maintenance Building	\$ 250,000.00	\$ 250,000.00
25	1	LS	Add Sports Field Lighting at Existing Small Soccer	\$ 175,000.00	\$ 175,000.00
26	1	LS	Parking Area Lighting	\$ 150,000.00	\$ 150,000.00
27	2	LS	Large Soccer Field Construction (Natural Grass w/	\$ 250,000.00	\$ 500,000.00
28	1	LS	Large Soccer Field Lighting & Scoreboard (Main Field)	\$ 250,000.00	\$ 250,000.00
29	3	LS	Basketball Court	\$ 50,000.00	\$ 150,000.00
30	1	LS	Concrete Walkways	\$ 120,000.00	\$ 120,000.00
31	1	LS	General Landscaping	\$ 100,000.00	\$ 100,000.00
LANDSCAPE TOTAL					\$1,695,000
20% OWNER'S CONTINGENCY ALLOWANCE					\$764,510
TOTAL CONSTRUCTION ESTIMATE					\$4,587,060
Engineering, Landscape, Architectural, and Electrical Site Design					\$ 275,000.00
Construction Management and Part-Time Inspection					\$ 90,000.00
Topographical Survey					\$ 7,500.00
Geotechnical					\$ 7,500.00
ADEM Storm Water Permitting					\$ 7,500.00
Materials Testing					\$ 10,000.00
DESIGN AND CONSTRUCTION SERVICES TOTAL					\$397,500
TOTAL PROJECT ESTIMATE					\$4,984,560

RESOLUTION NO. 1346-2023

A RESOLUTION AUTHORIZING EMPLOYEES OF THE CITY OF SPANISH FORT TO MAKE A ONE-TIME DONATION OF ACCRUED SICK LEAVE TO A SICK LEAVE BANK FOR AN EMPLOYEE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes all City employees to make a one-time donation of accrued sick leave to a sick leave bank for an employee who will have exhausted all of their available sick leave, annual leave and personal days due to pregnancy and birth. All donating employees shall be required to sign a donation waiver form setting forth the amount of sick leave donated by the employee, and the donating employee shall designate the employee receiving the donation of sick leave and the amount donated to such employee.

SECTION 2. Any unused sick leave donated to the bank will revert back to the donating employees on a pro-rata basis as determined by the City Clerk.

SECTION 3. Nothing contained in this Resolution shall be construed to authorize future grants or donations of sick leave by employees.

SECTION 4. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this ____ day of ____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

**AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO. CMOB-230047**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF SPANISH FORT**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **INTEGRITY PARK PHASE II IN THE CITY OF SPANISH FORT, ALABAMA**, hereinafter referred to as the Project.

WHEREAS, OWNER desires to retain the ENGINEER as its engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Design Phase

- 1.1 Prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of and application of all permitting, including environmental permitting as defined in Article 2. County Health Department Permitting, ADEM Stormwater permitting, ALDOT permitting and other permitting shall be considered Additional Services.
- 1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. The preparation of these documents is conditioned upon the OWNER or its legal counsel providing confirmation in writing as to whether the Project is sales tax exempt, and the OWNER shall hold the ENGINEER harmless therefrom.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment related to ENGINEER'S plans.
- 1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors related to ENGINEER'S plans.
- 1.16 The ENGINEER will interpret the ENGINEER'S plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

- 1.17 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including monthly site visits as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. 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, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.18 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.
- 1.19 The ENGINEER will make a final review of the completed improvements to assess compliance with the engineering Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.20 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon acceptance of Contractor's work by OWNER. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.21 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or

testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
- 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
- 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
- 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
- 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and Maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements

necessary in the development of the project, and pay all costs incidental thereto.

- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Design and Bidding Phases including all required land surveying, engineering design, landscape and sports field design, architectural building design, and site electrical design; the OWNER will pay ENGINEER a lump sum fee of **\$282,500.00.**
- 4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **\$90,000.00.**

- 4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$7,500.00**
- 4.5 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$7,500.00**
- 4.6 For legal, easement and deed surveys and preparation, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.7 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.8 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.9 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.11 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GMC Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.12 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GMC Standard Rate & Fee Schedule.
- 4.13 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to

OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.

- 4.14 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

- 7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the greater of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, Ownership and/or operation of the improvements is solely the responsibility of the OWNER.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

- 9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Baldwin County, Alabama.

ARTICLE 10. Miscellaneous

- 10.1 Reports and Information: The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish to the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- 10.2 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any

applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

THE CITY OF SPANISH FORT

By: _____
Michael McMillan

Title: _____
Mayor

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Wheeler Crook

Title: _____
Vice President, Engineering

Attest:

Craig Sanford, PE
Project Manager



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2023 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 900.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 360.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 18.00
50-100 ft, per liner foot.....	\$ 21.00
Auger Boring without sampling, per foot.....	\$ 12.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 250.00
Bulk Samples from borings, each.....	\$ 60.00
Undisturbed Samples, each.....	\$ 80.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 425.00
3-man crew.....	\$ 625.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 25.00
Water truck, per hour.....	\$ 200.00
Rock coring (NX or NQ), per linear foot.....	\$ 55.00
Set-up charge for rock coring, per boring.....	\$ 90.00
Temporary casing, per linear foot.....	\$ 10.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test.....	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 500.00
Consolidation Test, ASTM D2435, per test.....	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour.....	\$ 160.00
Senior Project Manager, per hour.....	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour.....	\$ 200.00
Senior Engineer, P.E., per hour.....	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*.....	\$ 80.00
Engineering Technician, per hour*.....	\$ 65.00
Structural Steel Inspector, CWI, per hour*.....	\$ 130.00
Word Processing, per hour*.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day.....	\$ 175.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2023 unless otherwise agreed upon



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 500.00
Consolidation Test, ASTM D2435, per test	\$ 500.00
Resilient Modulus, AASHTO T-307, per test	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each.....	\$ 20.00
Compressive Strength Testing of Beams, each	\$ 80.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily vehicle trip charge, per day	\$ 75.00
Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day	\$ 175.00
Floor Profiler, per day	\$ 400.00
Equipment Charge, testing equipment, per day.....	\$ 75.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.