

TUSCALOOSA COUNTY COMMISSION
MEETING
OCTOBER 5, 2016

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

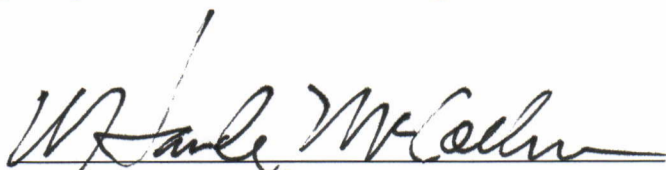
This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray


Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to enter into professional contracts with McGiffert and Associates, Mike Ellis Architects, Jim Lehe Planning, and Joseph & Company Appraisal pursuant to a \$450,000.00 grant for the Fosters Community Storm Shelter Project. The required \$150,000.00 local and in-kind match will be funded from the District 4 discretionary fund.

Exhibit 10-1, Pages

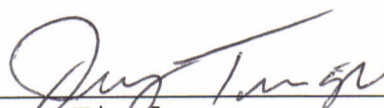
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, October 19, 2016.




W. Hardy McCoilum
Judge of Probate and Chairman
Tuscaloosa County Commission



Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV



APPROVED BY
 COUNTY COMMISSION
 DATE 10 - 05 - 2016

Site Design
 Utility Design
 Transportation
 Environmental
 Surveying
 Construction Contract Administration
 2814 Stillman Boulevard
 Tuscaloosa, AL 35401
 Post Office Box 20559
 Tuscaloosa, AL 35402
 Telephone 205.759.1521
 Fax 205.759.1524
 www.mcgiffert.com

September 29, 2016

Tuscaloosa County Commission
 Through Mr. Farrington Snipes

Transmitted via Email <fsnipes@tuscco.com>

Re: Fosters Safe Room
 Civil Services/ Surveying Proposal

Dear Farrington:

We greatly appreciate the opportunity to provide a proposal for surveying and engineering services at the above referenced project. The fee structure outlined below is based on the Site Sketch (Exhibit "B") and our previous discussions concerning the project.

McGiffert and Associates, LLC Anticipated Scope of Services

Task 1:

Boundary Survey & Topographic Survey

- We have assumed that a "conventional" boundary survey will be acceptable, as we have included no fees for an ALTA/ACSM survey.

- The topographic survey is necessary for the grading and drainage design portion of the project. The survey will include elevations of existing structures, roadways and parking areas, sanitary sewer and storm drainage facilities, watermains, natural gas mains, overhead utilities and will be generated on a one foot contour interval, from observed evidence in the field. This fee is based on the assumed limits of the survey as shown on Exhibit "A".

Lump Sum Fee\$3,200

Task 2:

Property Plat and Description

- A property plat and legal description for the improvements will be prepared for the lease agreement with the school board.

Lump Sum Fee\$600

Task 3:

Construction Layout

- Construction layout services including controls and cut/fill staking for grading, curbs, sidewalks, parking, building, erosion control will be provided. Restaking will be at an additional cost and is not included herein.

Hourly Fee.....\$2,800

Task 4:

Assistance with Coordination and Planning

- Meetings and other coordination activities related to the overall project.

Hourly Fee.....\$2,000

Ex 10-1

Summary of Estimated Fees

Task 1: Boundary Survey & Topographic Survey	\$ 3,200
Task 2: Property Plat and Description	\$ 600
Task 3: Construction Layout	\$ 2,800
Task 4: Assistance with Coordination and Planning	\$ 2,000
Total Estimated Fees	\$ 8,600

Services Not Included/Special Conditions:

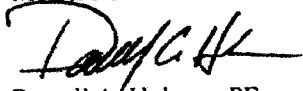
- ADEM Stormwater Permitting or Permit Termination.
- ADEM Stormwater Inspections and Reports.
- Construction Contract Management and Observation Services.
- Watermain flow test. This test was completed recently with the expansion of the school.
- 3-D modeling or plan preparation with Revit or similar software. All plans will be prepared with use of AutoCAD 2017.
- Development of multiple bid packages or numerous additive/deductive alternates.
- Hazardous materials abatement/removal procedures, fees, etc.
- Geotechnical exploration services or bore locations.
- Landscape / irrigation design.
- Design of new or relocations of natural gas main, electrical, telecommunication, TV, or other data utilities.
- Traffic signals or traffic engineering.
- Structural design, including retaining walls (only retaining wall locations and elevations included in design fee).
- Site Lighting.
- Preparation of any necessary easement plats, legal descriptions, etc. associated with public utilities, i.e. Alagasco, Alabama Power, AT&T, etc.
- Design of sheeting, shoring, bracing, etc. associated with basement excavations or foundation.
- As-Built survey (s) and /or drawings following construction.
- LEED certification assistance.
- Design of connection to Fosters Water Treatment, LLC (Sewer) or Negotiation of Connection.
- Design of connection to Fosters-Ralph Water Authority or negotiation of connection.

We have attached as Exhibit "D" our 'General Terms and Conditions' associated with our work on this project. If you are in agreement with the above, please sign and return a copy to us for our files.

We look forward to being a part of your project. If there is additional information we can provide, please advise. We will await your authorization before commencing work on the project.

Yours truly,


McGIFFERT AND ASSOCIATES, LLC


Darrell A. Hobson, PE
DAH/as

Attachment "A", Approximate Survey Limits
Attachment "B", Site Sketch
Attachment "C", General Terms and Conditions
Attachment "D", Hourly Rate Schedule

ACCEPTED:

Client: Tuscaloosa County

Signature: 

Name: W. Hardy McCollum

Title: Commission Chairman

Date: October 5, 2016

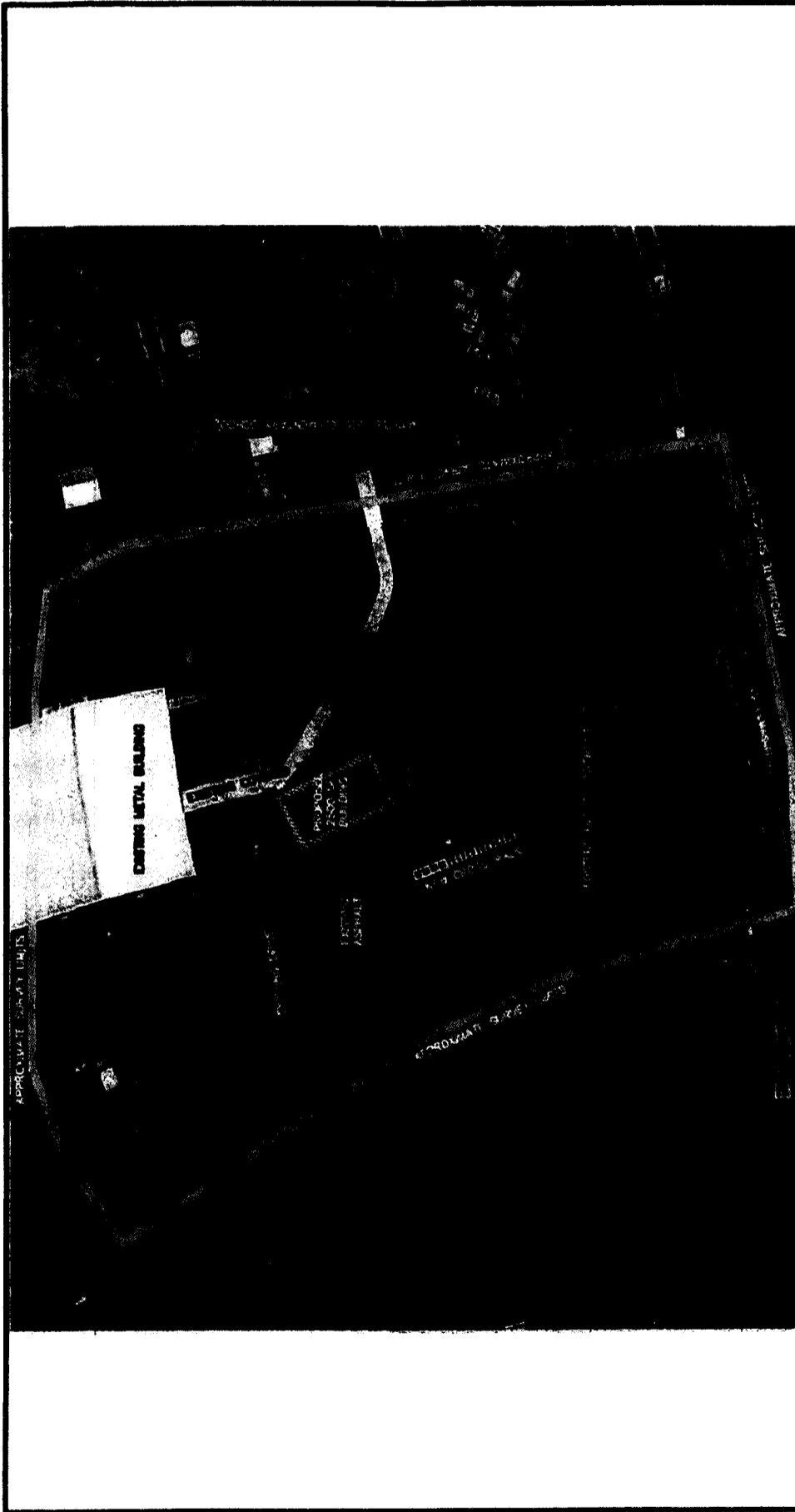


EXHIBIT "A"

TUSCALOOSA COUNTY ALABAMA

FILE NUMBER Survey Limits Survey SHEET No. 1 of 1

DATE OF FIELD SURVEY 12/1/12 JOB NO. 15300-5A

FIELD BOOK 1/A SCALE 1"=40' CHECKED BY

FIELD 1/A DRAWN BY JAL

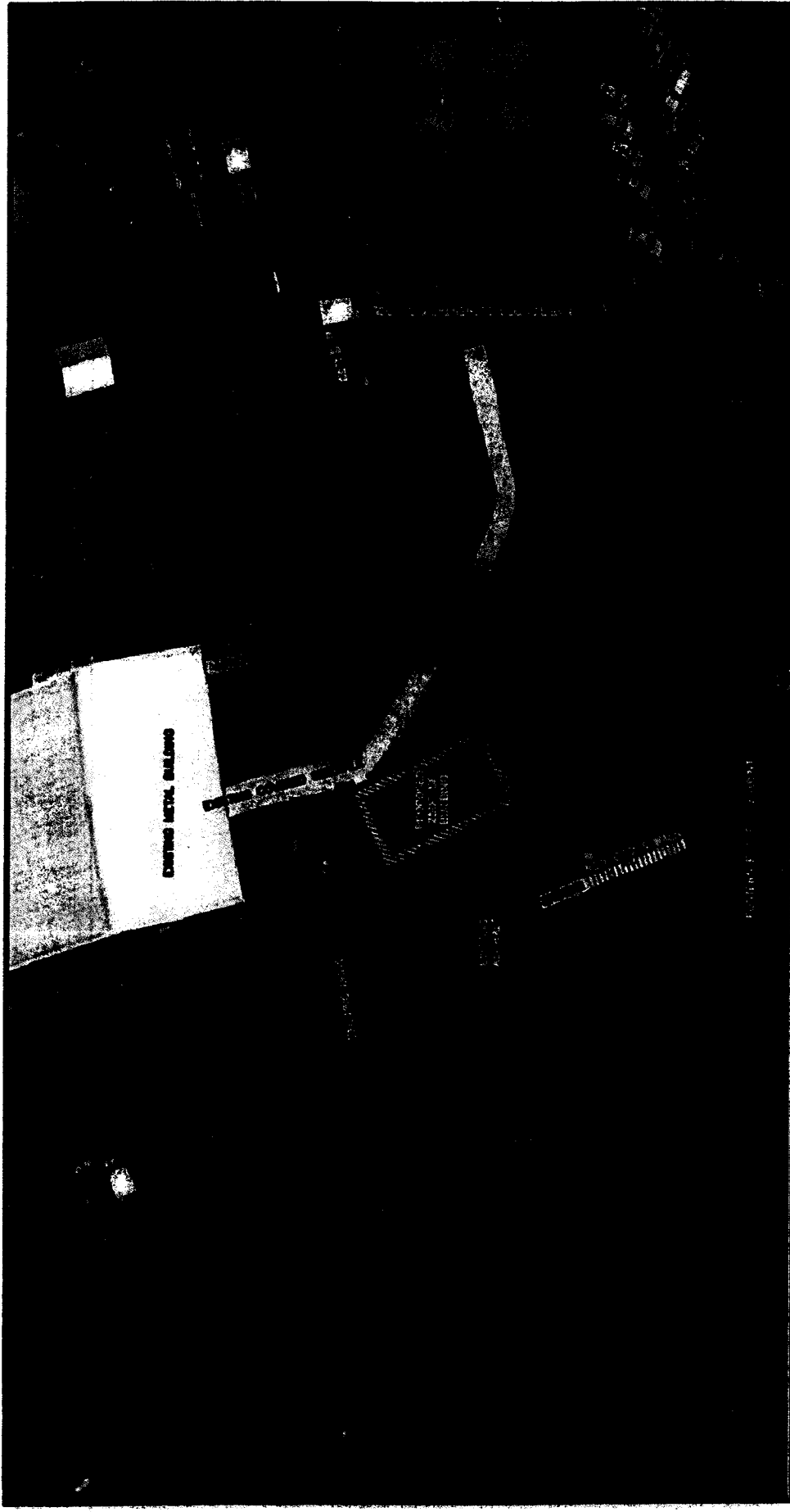
APPROXIMATE SURVEY LIMITS		BY
DATE	REVISION DESCRIPTION	BY

McGiffert
and Associates, LLC
— SINCE 1948 —
CIVIL ENGINEERS

2814 STILLMAN BLVD. • P.O. BOX 20659
TUSCALOOSA, ALABAMA 35402-0659
WWW.MCGIFFERT.COM (205)759-1521 FAX (205)759-1524

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Ex 10-1



<p>McGiffert and Associates, LLC CIVIL ENGINEERS</p> <p>2814 STILLMAN BLVD., P.O. BOX 20689 TUSCALOOSA, ALABAMA 35402-0689 WWW.MCGIFFERT.COM (205)759-1191 FAX (205)759-1824</p>		<p>EXHIBIT "B"</p>	
		<p>TUSCALOOSA COUNTY ALABAMA</p> <p>FILE MADE Survey Units Book</p> <p>DATE OF FIELD SURVEY 1/2</p> <p>FIELD BOOK 1/2</p> <p>PLANNED BY JAM</p> <p>SHEET No. 1 of 1</p> <p>CHECKED BY</p> <p>DWG. No. 13300-BB</p>	
<p>REVISION</p>		<p>DATE</p>	
<p>DESCRIPTION</p>		<p>BY</p>	
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<p>THIS DRAWING AND ALL INFORMATION SHOWN HEREON IS THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED OR USED WITHOUT WRITTEN CONSENT OF THE ENGINEER. COPYRIGHT © 2015 MCGIFFERT AND ASSOCIATES, LLC</p>			

1/20/15 10:00 AM

EX/10-1



GENERAL TERMS AND CONDITIONS

1. PAYMENT TERMS: McGiffert and Associates, LLC (hereafter "ENGINEER") will submit invoices to Client monthly, or less frequently as determined by ENGINEER, and/or a final bill upon completion of services. Payments are due upon receipt. Client's obligation to pay for services is in no way dependent upon Client's ability to obtain financing, obtain approval from any governmental or regulatory agency, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from the date of invoice, the amounts due may be subject to a late charge of one and a half percent (1.5%) per month, calculated from said thirtieth (30th) day. In addition, ENGINEER reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred. Any attorney's fees, collection fees or costs related to or incurred in the collection of any past due amounts shall be paid by Client.

2. ADDITIONAL SERVICES: All estimated costs and hourly rates listed in the body of this Agreement or as an attachment are based on the scope of services as described therein. The scope of services may be changed only by mutual consent of Client and ENGINEER. If Client requests additional services beyond the scope set forth above, ENGINEER may perform the additional services at the unit rates in the Agreement or may attempt to negotiate a revised fee to the satisfaction of both Client and ENGINEER at that time. ENGINEER reserves the right to adjust any unit or hourly rates for inflation costs on a one-year interval from the date of this Agreement.

3. INSURANCE: ENGINEER shall secure and maintain insurance as required by law or statutory requirements which will protect ENGINEER from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage that may arise from the performance of ENGINEER'S services under and pursuant to this Agreement. Certificates of such insurance coverage will be provided to Client upon request.

4. STANDARD OF CARE: Services performed by ENGINEER on this project will be performed in a manner consistent with that level of care and skill ordinarily exercised under similar conditions by reputable civil engineers and surveyors practicing in the same or similar locality. No other warranty, expressed or implied, is made.

5. LIMITATION OF PROFESSIONAL LIABILITY: Client hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the ENGINEER'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of insurance carried by ENGINEER. If Client prefers to have higher limits on ENGINEER'S professional liability, ENGINEER, at its sole discretion, may increase the limits upon Client's written request, provided that Client agrees to pay the cost for such additional insurance coverage. Client agrees to defend, indemnify, and hold ENGINEER, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages and other liabilities arising out of or in any way related to the services to be performed by ENGINEER hereunder. ENGINEER'S reports or recommendations concerning this Agreement or ENGINEER'S presence on the project property, and for damages caused by Client's failure to follow ENGINEER'S recommendations, provided that Client shall not indemnify ENGINEER against liability for damages to the extent caused by the negligence or intentional misconduct of ENGINEER, its agents, subcontractors, or employees.

6. CONSTRUCTION OBSERVATION AND SITE VISITS: If construction observation services are part of the Agreement, then the presence of field personnel, either full-time or at a lesser degree as determined by ENGINEER, will be for the purpose of providing periodic observation of the progress of the work. The Client agrees that the ENGINEER will not be responsible for supervising or directing the actual work of the contractor, its employees, subcontractors, or agents, and that the presence of ENGINEER'S representative, or observation by ENGINEER, shall not relieve the contractor of its responsibility for performing the work in accordance with the plans and specifications and will not create any liability to ENGINEER if the contractor's work deviates from the plans and specifications. ENGINEER shall not be responsible for construction site safety or construction procedures, nor will ENGINEER be responsible for the quality of the work performed by the contractor, subcontractors or other consultants. Client agrees that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA and other Federal, State, and Local regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that ENGINEER does not have the duty or right to stop the work of the contractor.

7. SUBSURFACE RISKS: Client recognizes that special risks occur whenever engineering, surveying, or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sink holes, underground mines, caverns, hazardous materials, utilities, and other such conditions. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or other direct or indirect human intervention at the site or distant from it, actual conditions may quickly change. Client understands that it is not possible to eliminate these risks and, therefore, waives any claims against ENGINEER for injury, loss, damage, or property liability that may arise from such subsurface conditions.

8. RIGHT OF ENTRY: Client shall provide access to and make all provisions for right of entry to ENGINEER and all necessary equipment and vehicles in order for ENGINEER to perform its services. It is understood by Client that in the normal course of providing such services some damage to property may occur, the correction of which shall not be the responsibility of ENGINEER and is not part of this Agreement.

9. TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that ENGINEER shall be paid for all services performed up to the date of the termination notice, plus all reasonable expenses.

10. DELAYS: Neither party to this Agreement shall be liable to the other party for delays in performing the services, nor for direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, permitting agencies, easement acquisitions, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.

11. OWNERSHIP OF DOCUMENTS: All reports, plans, specifications, documents, surveying data, test results, and other materials resulting from ENGINEER'S services shall remain the property of ENGINEER. ENGINEER shall have the right to use or revise any such documents, including reports, plans and specifications, and surveys, as ENGINEER may choose or determine, including for use with other clients on any project, including the project made the subject of this Agreement if the project is not completed by Client. Client agrees that all plans, specifications, reports, surveys, and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Any reuse by Client for purposes outside of this Agreement or any failure to follow ENGINEER'S recommendations without ENGINEER'S written permission shall be at the user's sole risk.

12. CHOICE OF LAW; VENUE; WAIVER OF RIGHT TO JURY TRIAL: The terms of this agreement shall be governed according to the laws of the State of Alabama. All claims or causes of action arising from or related in any way to this agreement or the services performed by ENGINEER hereunder shall be brought before a court of competent jurisdiction sitting in Tuscaloosa County, Alabama. All claims or causes of action arising from or related in any way to this agreement or the services performed by ENGINEER hereunder shall be tried before a court without a jury.

13. SEVERABILITY AND SURVIVAL: Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and ENGINEER will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement.

14. ELECTRONIC DOCUMENTS: ENGINEER may, at the request or convenience of Client or ENGINEER, provide documents in electronic format. Data, words, graphic representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hard copy document, the hard copy document will prevail.

15. STORMWATER: If the ENGINEER'S work or services involve NPDES stormwater permitting (as regulated by the Alabama Department of Environmental Management), monitoring, inspections, plans, or assistance with regard to grading, drainage or erosion control, it is understood that the ENGINEER will perform its work and services in accordance with the standard of care stated in Paragraph No. 4 above. However, client acknowledges that this work is very subjective and different government supervisors and inspectors have varying options of acceptability. Therefore, the ENGINEER shall not be liable for fines or damages as may be assessed against the Client as a result of the subjectivity of government personnel in performing their review of projects and Client shall indemnify and hold ENGINEER harmless from actions of third parties claiming damages caused by the project.



HOURLY RATES
 (Effective thru December 31, 2016)

Managing Principal/Project Manager	\$185
Senior Project Manager/Principal	\$165
Project Manager/Professional Engineer	\$125 - \$145
Engineer	\$110
Engineer/Land Surveyor Technician	\$90 - \$92
Professional Land Surveyor	\$ 130.00
Field Survey Crew	\$165
Field Survey Crew with GPS Equipment	\$192
Boat Crew (2 Men)	\$145
Engineer Technician/Environmental Specialist	\$72
CADD Technician/Designer	\$70 - \$90
Clerical	\$55 - \$65
Construction Technician	\$ 72.00
Overtime Rate	\$ 84.00
Transportation:	
Field Survey Crew Truck (per mile)	\$ 0.90
All Other Vehicles (per mile)	\$ 0.60
ATV (Field Survey Crew Support)	\$250/day
ATV (Field Technician Support)	\$125/day

1. Printing cost of plans and specifications shall be as follows:
 - * Mylar Prints: \$3.25 per square foot
 - * Paper Prints: \$0.50 per square foot
 - * 8 1/2" x 11" specifications: \$0.15 per sheet
 - * Color Copies: \$1.60 per square foot
2. Overnight mail requested by client billed or required for receipt at cost.
3. Travel by common carrier and subsistence will be billed at cost.
4. Outside services by consultants will be billed using a multiplier of 1.15 x invoice amount.

Ex/10-1



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 3rd day of October in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Tuscaloosa County Commission
714 Greensboro Avenue
Tuscaloosa, AL 35401
Telephone Number: 205.349.3870

and the Architect:
(Name, legal status, address and other information)

Ellis Architects, Inc., Subchapter S Corporation
1490 Northbank Parkway
Suite 212
Tuscaloosa, AL 35406
Telephone Number: 205.752.4420
Fax Number: 205.752.4427

for the following Project:
(Name, location and detailed description)

Fosters Community Storm Shelter - Tuscaloosa County Commission
EA Project #15001

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

APPROVED BY
COUNTY COMMISSION
DATE 10-05-2016

Init.

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User Notes:

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EX10-1