

TUSCALOOSA COUNTY COMMISSION

MEETING

JULY 10, 2019

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 Rob Robertson presiding as Chairman. The following members were present:

- Stan Acker
- Jerry Tingle
- Mark C. Nelson
- Reginald Murray

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the minutes of June 26, 2019.

Commissioner Mark C. Nelson moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss an executive session.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to go into executive session prior to the end of this meeting to discuss litigation.

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Trackside in District IV.

Exhibit 7-1, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution accepting Murphy Place, Phase IV, in District III, for maintenance.

Exhibit 7-2, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the contracts with EnCompass360 and Marcum Architects on the Holt Community Storm Shelter project.

Exhibit 7-3, Pages

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize Planning Director Farrington Snipes to apply for a grant for the Evanstown Road water extension project.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a 90-day demolition extension to the property owner of 3904 17th St. NE.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a 60-day demolition extension to the property owner of 3211 Universal Heights.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to remove 31 Sahama Village from the public nuisance/demolition list and the proceed with demolition of 39 Sahama Village.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize demolition of the following structures, determined to be public nuisances:

- 1020 39th Ave. NE
- 1030 39th Ave. NE
- 1122 39th Ave. NE

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve funding in the amount of \$5,000.00 from the District I discretionary fund to Northside High School for weight room renovations.


Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a waiver to the County Road Design Guide for the width requirement on Lowery Drive.

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve funding in the amount of \$30,000.00 from the District III discretionary fund for the Hillcrest High School strength and conditioning program.

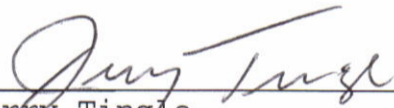
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, July 24, 2019.



Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



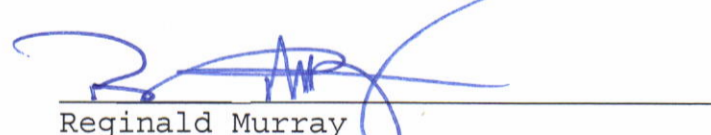
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

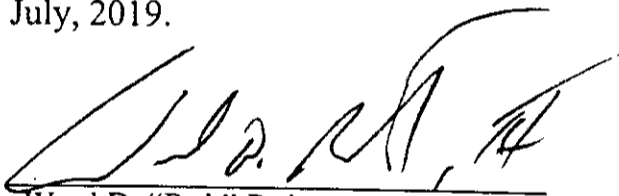
Trackside Subdivision

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and


WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 10th day of July, 2019.



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX 7-1

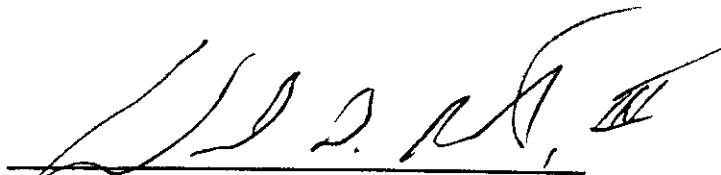
**RESOLUTION ACCEPTING STREETS IN
Murphy Place
Phase IV**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the County Engineering Department has inspected and found that the streets, together with the drainage structures in the streets in Murphy Place, Phase IV are completed in accordance with the Subdivision Regulations of the Tuscaloosa County Commission, and that all of said construction has been done in accordance with the County specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Adopted this the 10th day of July, 2019, by the TUSCALOOSA COUNTY COMMISSION.



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission

Seal



Melvin Vines, County Administrator

EX 7-2



Architecture + Planning + Design
2804 Eighth Street / Tuscaloosa, AL 35401

APPROVED BY
COUNTY COMMISSION
DATE July 10, 2019
www.marcumarchitects.com
205.752.1117

PROPOSAL FOR ARCHITECTURAL SERVICES

July 08, 2019

To: Mr. Farrington Snipes - Director
Tuscaloosa County Commission
2501 7th Street - Suite 300
Tuscaloosa, Alabama 35401

COPY

Re: Proposal for Architectural services
A Community Safe Room for Holt
Tuscaloosa County, Alabama

Dear Mr. Snipes,

Please accept this proposal to provide architectural and engineering services for a new community safe room for the Holt Community. I appreciate the opportunity you have offered to work with you on this project.

PROJECT DESCRIPTION

This proposal is based upon the following:

- Approximately 2,000 sq. ft., single story tornado safe room
- Restrooms as required by 2015 IPC
- Emergency Power for entire building

If the project description changes substantially from the description above, this proposal will be modified to reflect such changes.

SCOPE OF SERVICES TO BE PROVIDED

Architectural services to be provided will include:

- Construction documents including: architectural, civil, structural, mechanical, electrical and plumbing drawings and specifications. These construction documents will be of sufficient detail to obtain competitive bids from general contractors and a building permit from the City of Tuscaloosa.

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- Energy Code Compliance Check (Com Check).
- Construction Documents, Permit Application and ComCheck will be submitted digitally by Marcum Architects, LLC to the City of Tuscaloosa for permitting.
- Bid/Negotiation services. This includes assisting the owner in obtaining bids from approved general contractors, issuing addenda as required, conducting a pre-bid conference, preparing the contract for construction and issuing a Notice to Proceed.
- Construction Administration services. This includes reviewing shop drawings & submittals, performing construction observations, evaluating contractor's monthly request for payment, conducting a final inspection, creating a punch list and issuing the Certificate of Substantial Completion.

SERVICES SPECIFICALLY EXCLUDED

- Security system design

OWNER PROVIDED INFORMATION

- Property survey showing: contours at one foot intervals, property lines, rights of way and all utility locations above and below ground. This is to be provided in digital format compatible with Autocad 2010.
- Soil borings by a qualified geotechnical engineer.

PROJECT PHASING

SCHEMATIC DESIGN PHASE

- Based upon an agreed upon building program, the architect will prepare schematic design documents describing the size and relationship of all spaces, the exterior character of the building and the buildings placement on the site.

CONSTRUCTION DOCUMENTS PHASE

- Upon approval of the schematic design documents, the architect will proceed to prepare construction documents describing the construction of the building in more detail. These documents will be peer reviewed as required and the cost for this peer review is included in this proposal.

BIDDING/NEGOTIATION PHASE

- Assistance at time of bid/negotiation as described previously.

CONSTRUCTION ADMINISTRATION PHASE

- Assistance during construction as described previously.

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ADDITIONAL SERVICES

Services requested by the owner but not previously agreed upon will be considered additional services. Additional services, which shall be billed on an hourly basis as set forth in the attached Terms & Conditions, may include, but shall not be limited to:

- Revisions to drawings previously approved by the owner
- All work associated with zoning changes and/or pursuing of a variance with local municipality

COMPENSATION

Marcum Architects, L.L.C., agrees to perform the work described above and comply with the attached Terms and Conditions for compensation in the amount of **\$40,550.00 (forty thousand five hundred fifty dollars)**

This will be billed in the following percentages during the progress of the project:

- Completion of Schematic Design Phase: 25%
- Completion of Construction Documents Phase: 50%
- Completion of Bid/Negotiation Phase: 5%
- Completion of Construction Administration Phase: 20%

Reimbursables:

- All printing costs are the responsibility of the owner. If printing is done by Marcum Architects, L.L.C., the cost of printing will be billed at 1.1 times the actual cost.
- The cost for bid advertisement if required by State Bid Law

I appreciate the opportunity to offer you this proposal. If you have a question about any part of this proposal, please let me know.

Sincerely,
Marcum Architects, L.L.C.



John M. Marcum
Principal

Signature below indicates acceptance of this proposal as a binding legal contract.

Accepted by (Client) _____ Date: _____

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TERMS & CONDITIONS – GENERAL

STANDARD OF CARE:

Service performed by Marcum Architects, L.L.C. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

LIMITS OF RESPONSIBILITY:

Marcum Architects, LLC. shall not be responsible for the acts or omissions of the Client's other Consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the construction or installation work on the project.

FEE:

Where the fee is to be on an hourly basis, and for work beyond the scope of work described in the proposal, the rates shall be as follows:

Architect– Principal:	\$185.00 \hour
Architect – Associate Principal:	\$150.00 \hour
Architect– Staff:	\$110.00 \hour
Intern Architect:	\$80.00 \hour
Drafting:	\$60.00 \hour
Technician:	\$35.00 \hour
Administrative:	\$30.00 \hour

PAYMENT:

Marcum Architects, LLC, will submit invoices per compensation schedule in proposal. Payments shall be made to Marcum Architects, L.L.C. promptly after an invoice is received from Marcum Architects, L.L.C. . A 1 1/2% per month interest charge shall be accrued to invoices not paid within 30 days after the Client has received an invoice from Marcum Architects, L.L.C. In the event any due payment is not paid within 60 days, the Client shall pay all costs of collection, including reasonable attorney's fees.

OWNERS OF DOCUMENTS:

All documents, including drawings and specifications, prepared by Marcum Architects, L.L.C. are instruments of service and shall remain the property of Marcum Architects, L.L.C. Such documents may not be used by the Client for any other endeavor without the written consent of Marcum Architects, L.L.C. The Client agrees that any and all documents furnished to the Client or his agents, which are not paid for, will not be used by the Client for any purpose whatever and will be returned upon demand to Marcum Architects, L.L.C.

TERMINATION:

This agreement may be terminated by either party in the event of substantial failure by the other party to perform within the terms of the contract. Seven (7) days written notice shall be required for termination. In the event of termination, Marcum Architects, L.L.C. shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event that this agreement is terminated by the Client prior to the completion of this contract, Marcum Architects, L.L.C. shall not be responsible for any damages incurred by the Client due to their use of any information provided by Marcum Architects, L.L.C. Furthermore, any and all documents and copies of documents shall be returned to Marcum Architects, L.L.C. at the time of termination by the Client.

ASSIGNMENT:

Neither party shall assign its duties or obligations hereunder, except that Marcum Architects, LLC. may use the services of persons and entities not in its employ, when it is appropriate and customary to do so. Such persons and entities include but are not necessarily limited to, specialized consultants and testing laboratories.

Signature below indicates acceptance of these terms and conditions as a binding legal contract.

Offered by: Marcum Architects, LLC.

Date: July 08, 2019

Accepted by (Client) _____

Date: _____

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APPROVED BY
COUNTY COMMISSION
DATE July 10, 2019

**PROFESSIONAL CONSULTING AND PROJECT MANAGEMENT SERVICES
AGREEMENT**

**For
Tuscaloosa County Commission, Alabama
Tornado Community Safe Room**

COPY

(Agreement)

EnCompass360, Inc. will provide professional consulting, coordination, grant management, support of construction management and project management services related to The Tuscaloosa County, Alabama's FEMA funded community safe room.

Between
EnCompass360, Inc.
And
Tuscaloosa County Commission, Alabama

This Agreement, effective as of July 9, 2019, is entered into between EnCompass360, Inc. (hereinafter called "EC360"), and The Tuscaloosa County Commission, Alabama. (hereinafter called "TCC"), for the purpose of providing professional consulting, coordination, support of construction management, grant management and project management services related to the FEMA funded community safe room.

This agreement, as it relates to the FEMA funded safe room, is for professional services and does not have a contingency clause and the scope of work and activities will be carried out consistent with federal, regulations, and eligibility guidelines. Therefore, this agreement is not contingent upon FEMA's approval, disapproval, or obligation of funds for the FEMA funded community safe room project.

EC360 is not employed by FEMA or Alabama Emergency Management Agency (AEMA).

1. EnCompass360 Tasks – FEMA Funded Community Safe Room

Project Tasks related to professional consulting, coordination, support of construction management, grant management, and project management services.

- Professional Services
 - Provide consulting (including best practices) to assure FEMA/AEMA requirements are being met during safe room(s) design, bid, contract(s) execution, construction, and closeout.
 - Provide coordination between (architect, general contractor, TCC, AEMA, and FEMA), for FEMA funded safe room project.

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- Monitor Pay Apps to assure only eligible items are included for FEMA reimbursements.
- Work with TCC Accounts Payable to assure FEMA reimbursements are prepared properly and reimbursed.
- Track costs to assure budgets are met.
- Coordinate the project inspections and review by multiple organizations.
- Coordinate any scope of work changes or timeline changes if needed.
- Coordinate any problem/resolution issues.
- Provide project updates to FEMA/AEMA and TCC as needed.
- Capture project photos during construction phase for documentation.
- Work with TCC to prepare FEMA required operations and maintenance plans.
- Prepare TCC project FEMA/AEMA closeout documents

2 EC360 Project Fee Payment for FEMA Funded Safe room

- EnCompass360's FEMA safe room grants and project management fee is based on 5% of the total eligible estimated project funding approved by FEMA. This FEMA eligible fee is based on **\$623,916** Estimated Project Cost, with a 5% fee of **\$31,196**. This fee could go up if TCC changes the project scope of work or increases the budget on eligible project costs. This fee will be invoiced upon execution of this agreement and due 15 days upon TCC receipt.
- A portion of EnCompass360's safe room fee is based on support of Construction Management. This fee will be determined (TBD) at a later date and will be based on time spent in support of construction management. This fee is reimbursable FEMA 75%, TCC 25%. This fee will be invoiced at a later date.
- The final portion of EnCompass360 fees is based on ineligible cost, including scope of work changes, alternatives selected by TCC, which will be 5% of the total ineligible cost. This fee will be invoiced separate upon determination of any ineligible cost. This fee will be invoiced at a later date.
- FEMA allows for 75% reimbursement and 25% TCC match on the eligible fee cost. FEMA will not reimburse on ineligible cost.

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- Any scope of work changes to the FEMA funded safe room project, EnCompass360's fees will be adjusted accordingly.

3 Proprietary Information

During the term of this Agreement, EC360 and TCC shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. EC360 and TCC each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is designated in writing or by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Agreement provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

- 3.1 In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;
- 3.2 Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition;
- 3.3 Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information;
- 3.4 Used or disclosed with the prior written approval of the disclosing party;
- 3.5 Furnished by the disclosing party to the Client with "unlimited rights";
- 3.6 Disclosed without restriction to the receiving party from a source other than the disclosing party; or
- 3.7 Used or disclosed after a period of three (3) years after the date of receipt;

4. Inventions and Patents

Inventions conceived solely by employees of EC360 shall belong exclusively to EC360. Inventions conceived solely by employees of the TCC shall belong exclusively to the TCC. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by applicable regulations, or the terms of the prime contractor resultant subcontract between the parties. Except as stated in the preceding paragraph, nothing contained in this Agreement shall be deemed,

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by implication to grant any right or license in respect of any patents, inventions or technical information at any time owned by the other party.

5. Relationship

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein.

Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties, except as may be provided for in any resultant subcontract agreed to between the parties. The cooperation of the parties is for the purpose of complementing their respective capabilities to submit the highest quality product as possible.

6. Publicity and News Release

No releases shall be made to the news media or the general public relating to participation on the opportunity by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld. The parties further agree that news releases made by either of them shall recognize the participation and contributions of the other party.

7. Indemnity

The employees of EC360 and TCC shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of classified information. Each party agrees to indemnify and save harmless the other party from and against all claims for:

- 7.1 Damage to, or loss of use of, the other party's property; and
- 7.2 Injury or death of any of the other party's employees or agents, to the extent any such damage, injury or death is caused by any act or omission to act, including negligence, of the indemnifying party's employees or agents in connection with performance under this Agreement.

8. Assignment

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior written consent of the other party, except that, without securing such prior consent, either party shall have the right to assign this Agreement to any successor of such party by way at merger or consolidation or the acquisition of substantially all of the assets of such party relating to the subject matter of this

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Agreement; provided, however, that such successor shall expressly assume all of the obligations of such party/ under this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof, and supersedes all prior representations and agreements, verbal or written. It shall not be varied, except by an instrument in writing of subsequent date and duly executed by an authorized representative of each party. Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement. The validity, construction, scope and performance of this Agreement shall be governed by the laws of the State of Alabama.

10. Limitation of Liability

AEMA and FEMA HMGP projects are grant awards and EC360 shall not be held liable for the decisions of AEMA or FEMA on eligible or ineligible items, funding, or disapproval of the entire project.

Neither party shall be liable to the other for any indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise.

11. Conduction and Obligations

11.1 There shall be no litigation or proceeding pending or threatened against the party or any of its officers or employees (i) which is for the purpose of enjoining or otherwise restricting the activities contemplated by this Agreement, or otherwise claiming that any such activity is improper, (ii) which would adversely affect the rights and/or capabilities of the party in respect of such activities, or (iii) which, in the judgment of the Officers of either party, would make the continuation of such activities inadvisable.

11.2 During the period that this Agreement is in force and throughout the period of performance of any resultant contract or subcontract arrangements, including extensions or modifications thereto, the parties hereto agree that neither shall directly solicit for employment, any technical or professional employees of the other assigned to work on the contract/subcontract, without the prior written approval of the party whose employee is being considered for employment

12. Scope of Agreement

This Agreement shall relate only to the opportunity specified herein, and nothing herein shall be deemed to:

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12.1 Confer any right or impose any obligation or restriction on either party with respect to any other program effort or marketing activity at any time undertaken by either party hereto, jointly or separately; or

12.2 Nothing herein shall constrain either party from engaging in its standard business practices.

13. Compliance with Laws

The parties, in the performance of this Agreement, shall comply with all applicable federal, state and local laws and ordinances, including all regulations thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

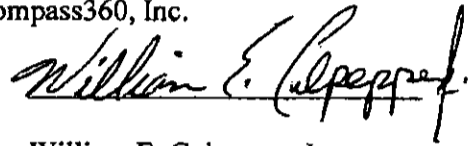
Tuscaloosa County Commission

By: _____

Name: _____

Title: _____

EnCompass360, Inc.

By: 

Name: William E. Culpepper Jr.

Title: EnCompass360 - President

Notary of Public

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