

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL (ROOM A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

OCTOBER 12, 2015, 6:15 P.M.

1. Request by residents of Brook Manor Drive for City's assistance in the placement of two (2) decorative street lights on their street – Bayard Tynes and Hill Sewell. (See attached information. This item may be added to the formal agenda.)
2. Public Safety Educational Incentive Pay Policy – Chief Ezekiel and Chief Cook. (See attached information. This item may be added to the formal agenda.)
3. Erosion plan study for Shades Creek at Mountain Brook Parkway/Overbrook Road – Walter Schoel. (See attached proposal. This item may be added to the formal agenda.)
4. South Brookwood Road sidewalk (drainage and embankment) study proposal – Alicia Bailey with Sain Associates. (See attached proposal.)

Sam Gaston

From: vaughnr@mtnbrook.org
Sent: Monday, October 05, 2015 3:15 PM
To: Mike Rollo; Sam Gaston
Subject: Fwd: Brook Manor

FYI

Sent from my iPad

Begin forwarded message:

From: Sam Gaston <gastons@mtnbrook.org>
Date: September 9, 2015 at 7:25:38 PM CDT
To: Ronald Vaughn <vaughnr@mtnbrook.org>
Subject: Re: Brook Manor

Thank you

Sent from my iPhone
Sam Gaston

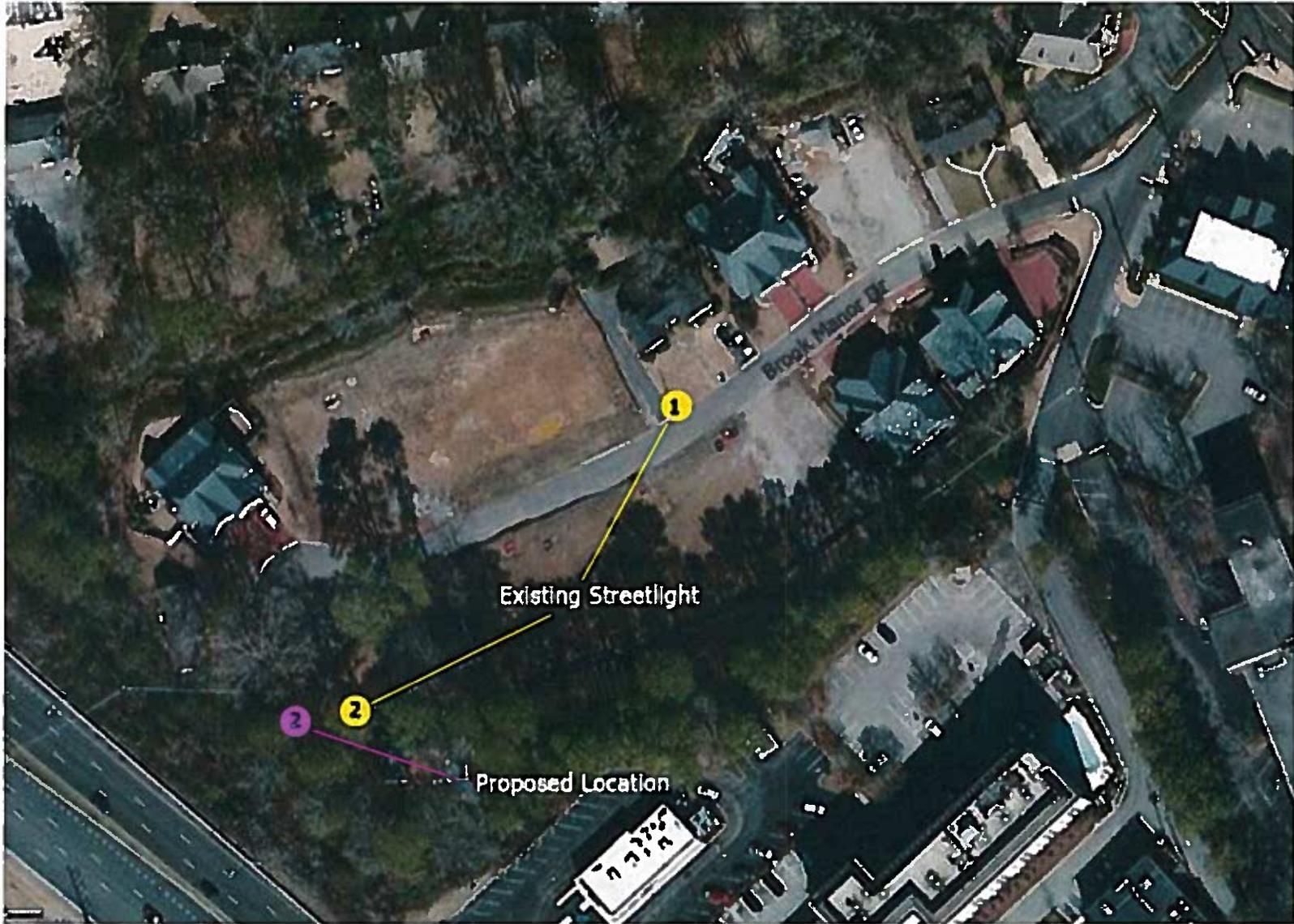
On Sep 9, 2015, at 4:26 PM, Ronald Vaughn <vaughnr@mtnbrook.org> wrote:

After meeting with Stone and Sons on site we were able to get a cost estimate for replacing both lights as described by Mr. Tynes. The first line item is for the poles and fixtures only. The second line item is for labor and material needed for the install.

2 decorative poles and fixtures to match Mt. Brook Village	\$4,174.50
Service risers, underground boring, conduit and wire	<u>\$7,371.00</u>
Total	\$11,545.50

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

On Wed, Sep 9, 2015 at 1:17 PM, Sam Gaston <gastons@mtnbrook.org> wrote:

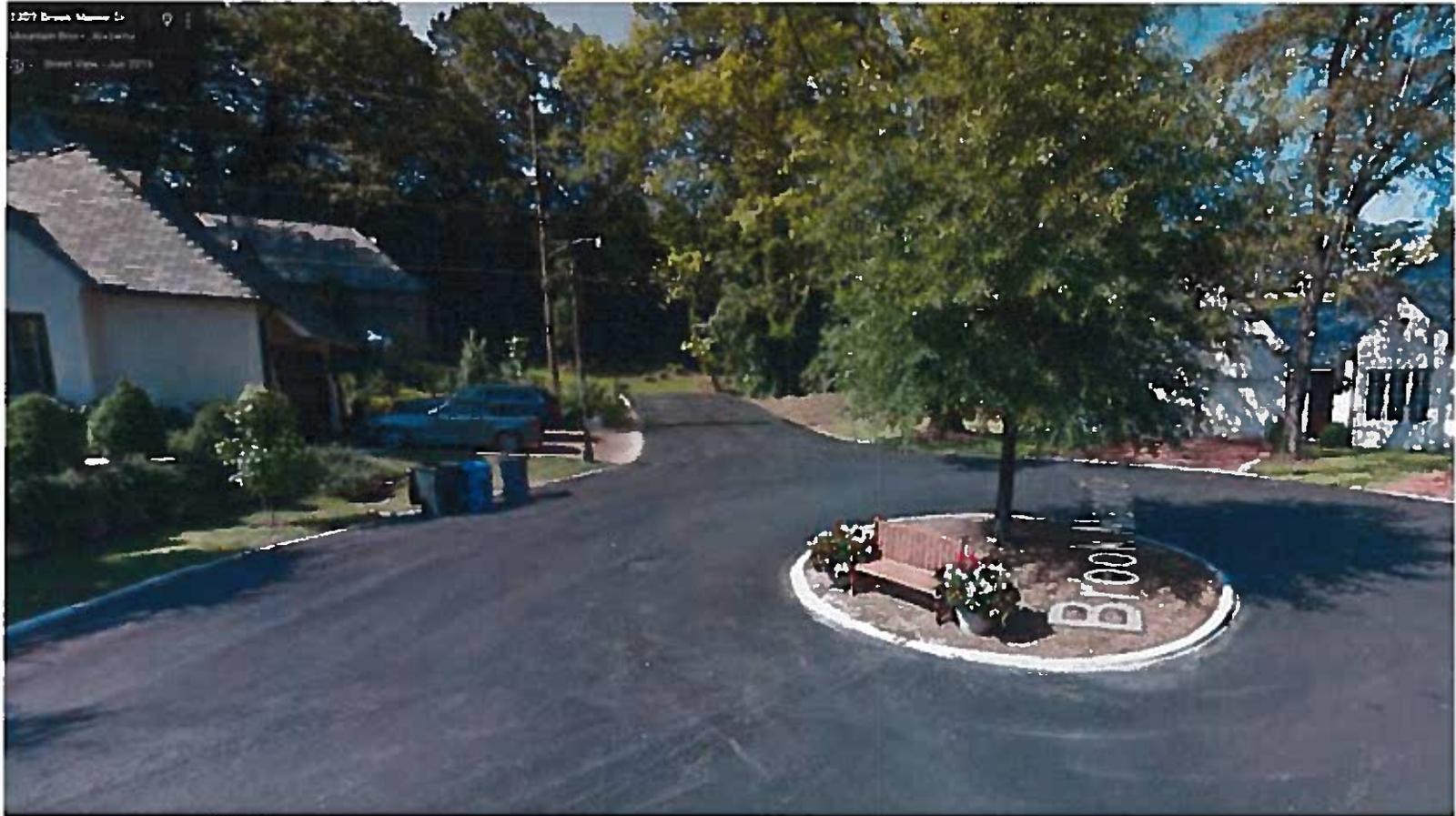


Existing Streetlight

Proposed Location



1



2



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama – 35213 Phone: (205) 802-3838, Fax: (205) 879-5919



INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager
FROM: Robert Ezekiel, Fire Chief
DATE: October 5, 2015
SUBJECT: Public Safety Educational Incentive Ordinance/Policy Revision

As you know the Personnel Board of Jefferson County (PBJC) has the final word with respect to a college Bachelor's Degree being compensable as educational incentives. During this past year the PBJC has become more restrained and narrow in their scope of review with respect to granting their approval for the incentives being job related. I have met with other Fire and Police chiefs during the last year regarding these changes in perspective and everyone has expressed their concerns. For example, they are now not allowing degrees for Education and psychology as part of the compensable degrees. It would seem that especially in the police department a psychology degree would be very relevant and advantageous. Furthermore, if someone is currently getting compensation for these degrees and there is any change in their personnel status (promotion for example), then they will lose the incentive. In this scenario, they would get a 5% raise for promotion and lose 10% pay for the loss of the educational incentive.

Our Fire Department has always had policies which conservatively judge the awarding of educational incentives, even requiring some job related prerequisites as Associate Degrees, prior to granting approval of some of the bachelor's degrees (see attached Fire Dept. policy). I met with the PBJC regarding our policy during the early summer to see if we could gain some traction with the prerequisite process. They were amenable to what we had in our policy and stated that if our City amends its ordinance regarding the incentives to reference the FD policy and a PD policy likewise written, that our City could work within these policies and the PBJC would award the incentives likewise.

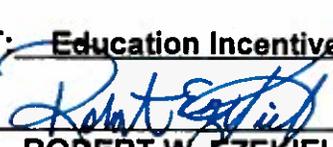
Based on this PBJC feedback, I am requesting that we discuss this as a pre-council agenda item to see if the City Council is likewise amenable. Your consideration and affirmation is appreciated. Ted and I will be available to offer more concise information at the meeting.

MOUNTAIN BROOK FIRE DEPARTMENT

POLICY NO. 106.06

VOLUME: I

SUBJECT: Education Incentive Program

SIGNED: 
ROBERT W. EZEKIEL, FIRE CHIEF

September 4, 2014
DATE

SCOPE AND PURPOSE: Formal education is one of the core values of the Mountain Brook Fire Department. The department places a high value on the education of its members realizing that well educated employees are critical to the future success of the organization. Each year the department budgets for formal education courses including the provision of all books for those members wishing to attend college. Additionally, the department budgets for pay incentives which are awarded to those members completing their studies and graduating with an approved fire/EMS service or management related degree.

In today's educational environment there are a plethora of degrees available. Obviously many of these degrees are not associated with, or related to, making an employee a better firefighter, paramedic or manager in either field. Some of the degrees could possibly be pertinent if a prerequisite of fire science or being a paramedic applied. The purpose of this policy is to lend some guidance to those personnel wishing to further their educational life by giving definition to the process.

POLICY:

Tuition Reimbursement: If an employee selects a private institution of higher learning rather than a state school, the employee will only be reimbursed for the costs that would have been paid to the state school (this is usually based on UAB rates).

Any course of study must be approved in advance by the Fire Chief or his designee.

Reimbursement will be made upon receipt of the necessary evidence that the course has been completed and that the costs for the course/books has been previously paid by the employee. Personnel with scholarships, government assistance (GI bill) or other means for tuition payment shall utilize these venues and not participate in the City program.

The department leave time policy will apply to those employees attending college classes. Employees must use regular leave time or swap time to attend classes during their tour of duty.

Studies should preferably lead to an associate degree, bachelors degree or paramedic license (JCPB definition). However, in accordance with JCPB and City policy, 64 semester hours or 96 quarter hours of relevant course work will qualify a person to receive a 5% educational pay incentive. Graduate studies will be available only to those holding the rank of Lieutenant and above and will be reviewed on a case by case basis.

Prerequisites may be required for certain degrees based on the curriculum content of the degree being sought (see page two).

MOUNTAIN BROOK FIRE DEPARTMENT

POLICY NO. 106.06 VOLUME: I PAGE: 2

Tuition reimbursement will be granted on the following basis:

<u>Completed Course Grade</u>	<u>% of Reimbursement</u>
A	100%
B	100%
C	100%
D	0%
F	0%
Incomplete/Drop	0%

Course of Study Guidance: An employee setting direction to further his/her education within the system established generally has two objectives in mind: to become a more well rounded person through education and to increase wage earnings. The administrative perspective for employees furthering their education parallels that of the employee but additionally it is viewed as an investment. It is an investment in the individual and an investment in the future of the department. Since the program is an investment in the truest sense of the word, a return on the investment is expected; therefore, the curriculum for a course of study should have some direct connection to the provision of fire and emergency medical services. This can be directly related to the work itself or the management of services.

If a bachelors course of study is **absolutely connected** to the provision of public sector services then no prerequisite is required and the employee can receive 10% pay incentives. Examples of such programs are: BS degree at Athens University - Public Safety Administration, BS degree Columbia Southern University - Occupational Safety and Health/Fire Science, and BS degree UAB - Allied Health. Some examples of where a prerequisite would be required is for a general business degree, general management degree, accounting degree, general education, Computer Science, and psychology (not all inclusive). In these examples, an associate degree in Fire Science or a certificate and/or associate degree in Paramedical Services would be needed to help make the connection to the department's mission. Bachelors degrees such as marine biology, criminal justice, divinity, political science (not all inclusive) do not have a direct connection to the fire department mission and therefore will not be considered for reimbursement or wage incentives even if an associate in Fire Science or Paramedical Services is held.

Masters Degrees: Masters Degrees that are mission related (Management, Emergency Management, Allied Health, Public Administration, etc.) are now included within the premium pay system for positions designated by the City Manager. Receiving tuition reimbursement for a Masters Degree will be available for those of Lieutenant's rank or higher in the organization. However, if a firefighter or Apparatus Operator has a bachelors degree that does not meet the qualifications for compensation, but has earned a Masters Degree that does meet the qualifications, then the Masters Degree can be used to supplant the Bachelors Degree and will be compensable.

MOUNTAIN BROOK FIRE DEPARTMENT

POLICY NO. 106.06 **VOLUME:** 1 **PAGE:** 3

Premium Code Assignment: There is a maximum allowed of 15% premium codes above normal salaries. The top priority for premium code assignment will be job functions first and then educational premium codes. For example an assigned paramedic will get 10% premium codes as the first priority and then get additional earned educational premium codes added until reaching the 15% maximum.

Budget: The Education Incentive Program is based on the availability of funds through the budgeting process and on JCPB policy. No future guarantees are expressed other than those that exist under established JCPB policy.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF MOUNTAIN BROOK, ALABAMA
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
SHADES CREEK STREAMBANK STABILIZATION
Mountain Brook, Alabama

October 8, 2015

This **AGREEMENT**, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with streambank stabilization within Shades Creek along Mountain Brook Parkway, located in Birmingham, Alabama.

SCOPE OF WORK

1. TOPOGRAPHIC SURVEY

The Consultant would prepare a topographic survey of the streambank and channel of Shades Creek. The survey is intended to serve as the base for design of stabilization measures.

Proposed Fee \$ 2,000

2. SCHEMATIC DESIGN

The Consultant would prepare preliminary schematic design documents in support of the streambank stabilization project. Upon completion, the Consultant would meet with the City for review/approval. The detailed scope is as follows:

- Preparation of schematic design plans, including:
 - o Site layout plan
 - o Grading plan
- Review schematic design with the Client

Proposed Fee \$ 4,500

3. CONSTRUCTION DOCUMENTS

The Consultant would perform final design and prepare construction documents for the streambank stabilization. The detailed scope is as follows:

- Preparation of Final Construction Plans, including:
 - o Cover sheet
 - o Site layout/Grading/Erosion Control Plan
 - o Detail plan (details of gabions, etc.)

- No-Rise Letter/Flood plain Development permit

Proposed Fee \$4,500

FEE SUMMARY

1. Topographic Survey	\$ 2,000
2. Schematic Design	\$ 4,500
3. Construction Documents	<u>\$ 4,500</u>
	\$ 11,000

NOT IN SCOPE OF WORK

1. Structural design of retaining walls
2. Design of shoring systems (design/build by contractor if required)
3. FEMA Conditional Letter of Map/Letter of Map Revision
4. US Army Corps of Engineers Permitting
5. ADEM NPDES Construction Stormwater Permitting
6. Construction surveying
7. Design of utility modifications or relocations
8. Water surface modeling for No-Rise certification (if required this would be additional. A letter should suffice).

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the previous month. Work completed will be based on time and materials at the below schedule of unit rates. Payments are due thirty (30) days following receipt of invoice. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project' provided that Consultant will not commence performance of the Work or provide any services until Client advises Consultant in writing that approval of this agreement has been obtained from the City's governing body or other appropriate City official. Should Consultant incur attorney's fees for collection of uncontested payments due it for its Work, the amount owed to Consultant shall include any said reasonable fees. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for any uncontested amount due for services rendered has been received.

SCHEDULE OF UNIT RATES

Senior Principal	\$ 225.00 per hour
Principal	\$ 170.00 per hour
Chief Land Surveyor	\$ 170.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 125.00 per hour
Project Manager 1	\$ 110.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 105.00 per hour
Staff Professional	\$ 90.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 90.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 80.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 70.00 per hour

Field Survey Party		\$ 150.00 per hour
Laser Scanning Field Crew		\$ 200.00 per hour
Laser Scanning Specialist		\$ 125.00 per hour
Admin Support/Intern		\$ 55.00 per hour
Courier		\$ 25.00 per delivery
Transportation		\$ 0.50 per mile
Materials	(Stakes and Hubs)	\$ 0.35 each
	(Flagging)	\$ 2.50 per roll
	(Iron Pins and Caps)	\$ 5.00 each
	(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of 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 Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by

providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) 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 Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical 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 hardcopy document, the hardcopy document will prevail.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.

Signature: Walter Schoel III

Name: Walter Schoel III

Title: President

Date: October 8, 2015

ACCEPTED:

Client: The City of Mountain Brook, Alabama

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____











October 8, 2015

Ronnie Vaughn
Public Works Director
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

**SUBJECT: South Brookwood Road Pedestrian Safety Study
Sain Associates Project Number: 15-0208**

Dear Ronnie,
Please accept this letter as our proposal to provide you with engineering services.

General Understanding of the project:

The purpose of this study is to determine the feasibility of widening the existing sidewalk along South Brookwood Road near Brookwood Forest Elementary School. The existing sidewalk located on the southwest side of the road is approximately 4' wide with varying conditions of buffer space, presence of gutter, and presence of guardrail. It is bordered by a drainage ditch and steep cut slopes comprised of rock and dirt.

We understand the citizens of the area have expressed concerns to the City about the safety of pedestrians using this sidewalk. Based upon our discussions at the scoping meeting conducted onsite on September 30, the pedestrian safety concerns are most likely due to the width of the sidewalk, its close proximity to the road with no physical barrier separating it from the travel way, and the vehicular speeds. The City requests a feasibility study to supplement the information prepared in the report by Skipper Consulting. The questions posed in the Skipper Consulting report to be resolved with this feasibility study are:

- o What are the limits for installation of guardrail?
- o What is the appropriate width for the sidewalk?
- o What are the impacts to existing drainage?
- o How will installation of guardrail affect parking for the school during special events?

The area to be studied on South Brookwood Road is from Brookwood Trace to South Brookwood Circle. However, we expect our typical section recommendations will mainly be focused in the section from the striped crosswalk at the school's main entrance to the northern end of the existing guardrail south of South Brookwood Circle as this is the problematic area identified in the Skipper Consulting report as needing further review.

In order to answer the above questions, we propose the following project tasks be performed:

- **Task 1 - Existing Conditions**
 - o Perform field review to obtain measurements of roadway, buffer space, sidewalk, guardrail, ditches, and slopes
 - o Perform observations of existing pedestrian use during peak times of the school's morning drop-off and afternoon pick-up
 - o Perform hydraulic analyses for the existing drainage ditches
 - o Perform preliminary geotechnical field review with AMEC of the existing cut slopes to determine the feasible areas that could remain stable if the slope is impacted (see attached proposal from AMEC)
- **Task 2 – Developing Recommendations**
 - o Review current ADA/PROWAG standards to ensure compliance
 - o Review typical pedestrian behavior of elementary school aged children utilizing sidewalks at other area Mountain Brook schools as this may influence our sidewalk width recommendations
 - o Review criterion for warranting the installation of guardrail

- Develop typical section options for widening the sidewalk that may include curb and gutter, closed and open drainage systems, slope improvements, guardrail installation, and handrail installation
- Perform hydraulic analyses for the proposed drainage improvements and determine any downstream impacts
- Review options in the field to determine their feasibility
- Meet with the City and School to discuss the typical sections and any impacts they may have to the school's operations
- Prepare cost estimates of each typical section option
- Evaluate pedestrian use of the sidewalk for walking to school based on the school zoning boundary and estimated number of houses within walking distance
- **Task 3 – Memorandum and Presentation to City**
 - Prepare technical memorandum with typical section options
 - Present the recommendations to the City at a Council pre-meeting
 - Address any comments and submit final technical memorandum and typical section options

It is expected the City will provide Sain with current traffic information of ADT and truck percentages.

FEES

Lump Sum \$24,600.00

REVISIONS

Any additional work not stated in the scope of work above will be billed hourly in accordance with the rate schedule shown on the enclosed Terms and Conditions.

EXCEPTIONS

- Topographic Survey
- Collecting of traffic data or review of vehicle operations
- Recommendations for roadway improvements to improve the congestion associated with the school's carpool

SCHEDULE

We are available to start work within a week upon receiving the approved contract. The report will be complete within one month.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,



Alicia Bailey, P.E.
Infrastructure Team Leader
Alabama Lic. No. 26339

ACCEPTED:

City of Mountain Brook, Alabama

By: _____

Date: _____



Becky White, PTP
Vice President/Organization Development

Enclosures: Terms and Conditions, Schedule 2015



October 8, 2015

Ms. Alicia Bailey, P.E.
Sain Associates
Two Perimeter Park, South
Suite 500 East
Birmingham, Alabama 35243

Telephone: (205) 263-2169
Cell Phone: (205) 910-2699
Email: abailey@sain.com

**Subject: Proposal for a Preliminary Slope Review
South Brookwood Road
Mountain Brook, Alabama
Amec Foster Wheeler Proposal PROP15BIRM-050**

Ms. Bailey,

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to provide this proposal to conduct a preliminary slope review of the subject site. This proposal contains our understanding of the project and presents our proposed scope of services, budget, and schedule.

PROJECT INFORMATION

We understand that Sain Associates (Sain) has been retained by the City of Mountain Brook to evaluate feasibility of widening the shoulder of an approximate 2,000-foot-long section of South Brookwood Road near Brookwood Forest Elementary school. The existing sidewalk will need to be shifted into the hillside over a portion, perhaps 50 percent, of the length of road under consideration. From a brief reconnaissance of the area, it appears that the existing slope is nearly vertical with soil, partially weathered rock, and unweathered rock. The slope also supports significant tree growth.

We understand that what is needed at this time is a preliminary assessment as to a stable slope configuration once the roadway has been widened in the areas where the hillside needs to be excavated back. A stable configuration will depend on the bedding orientation of the bedrock, the consistency of the overlying soils and partially weathered rock, as well as the available right of way.

PROPOSED SCOPE OF SERVICES

We propose to conduct a site reconnaissance together with Sain personnel to gather available field data from slope and rock bedding angles, as well as from exposures of the existing soil and rock profile. In addition, if any surveyed cross sections are available, they should be provided for our review. No intrusive study, e.g., borings, test pits, etc. are proposed at this time.

At the completion of our site reconnaissance and analysis, we will prepare a short letter report outlining the conditions observed as well as preliminary sketches of likely stable slope configurations.

RECOMMENDED BUDGET AND SCHEDULE

The breakdown of our recommended budget for this preliminary review is contained on attached Table 1. We anticipate that the proposed scope of services can be completed within one week from notice to proceed, weather permitting.

AUTHORIZATION

If the proposed scope of services and budget are acceptable, please complete and return the attached Service Agreement. Please note that the attached terms and conditions are an integral part of this proposal.

Sincerely,
Amec Foster Wheeler Environment & Infrastructure, Inc.



Luther H. Boudra, P. E., D. GE
Principal Engineer
Vice President



J. Marlon Thomas, P. E.
Geotechnical Engineer

Attachments:
Table 1 - Budget Estimate
Service Agreement
ASF E Proposal Information sheet

TABLE I
BUDGET ESTIMATE FOR A PRELIMINARY SLOPE REVIEW
S. Brookwood Road Slope
AMEC Proposal No.: 0
Date Last Modified: 10/8/2015

ITEM	UNIT	RATE	QUANTITY	ITEM COST	ACTIVITY SUBTOTAL	PHASE TOTAL
SITE RECON & ANALYSES						
Slope Report						
Senior Engineer, P.E.	per hour	\$ 149.00	4.00	\$ 596.00		
Subtotal					\$ 596.00	
LETTER REPORT PREPARATION						
Slope Report						
Principal Engineer, P.E.	per hour	\$ 243.00	2	\$ 486.00		
Senior Engineer, P.E.	per hour	\$ 149.00	4	\$ 596.00		
Computer Processor	per hour	\$ 66.00	2	\$ 132.00		
Subtotal					\$ 1,214.00	
Proj Mgt., Billing, Consultation, etc.						
Senior Engineer, P.E.	per hour	\$ 149.00	2	\$ 298.00		
Computer Processor	per hour	\$ 66.00	2	\$ 132.00		
Subtotal					\$ 430.00	
ANALYSIS AND REPORTING SUBTOTAL						\$ 2,240.00
					Budget Estimate	\$ 2,240.00

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:	
Principal.....	\$150.00 - \$170.00 per Hour
Engineer/Planner	\$93.00 - \$145.00 per Hour
GIS Professional	\$125.00 per Hour
Designer	\$77.00 - \$110.00 per Hour
Surveyor.....	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person)	\$80.00 per Hour
Survey Crew (2-Person).....	\$125.00 - 140.00 per Hour
Survey Crew (3-Person).....	\$165.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person).....	* \$155.00 - \$175.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person).....	* \$200.00 per Hour
Survey Per Diem.....	\$100.00 per Man per Night
Administrative Support.....	\$60.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2015

SAIN
associates
consulting engineers
& surveyors