

**CITY OF ANNISTON**  
**May 3, 2022**  
**5:30 P.M.**

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
  - April 19, 2022 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

**I. PUBLIC HEARING**

**Speaking to a Public Hearing Item**

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council's time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

- (a)** To hear public comments regarding a 160 – Special Retail – More Than 30 Days application for The Oaks on Cherokee LLC d/b/a The Oaks on Cherokee located at 201 Cherokee Trail within the police jurisdiction

**II. UNFINISHED BUSINESS – None**

**III. CONSENT AGENDA**

- (a)** Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the city
- (b)** Resolution authorizing Consultant Agreement with SAIN Associates
- (c)** Motion to award the bid for demolition of substandard structures to Emtek in the amount of \$12,200.00 for one (1) structure and Teague Hauling in the amount of \$38,050.00 for five (5) structures using Community Development Block Grant funding
- (d)** Motion to award bid for McDaniel Avenue and Alexandria Road Project #2022-022 to Wiregrass Construction in the amount of \$72,025.00

- (e) Motion to approve a 160 – Special Retail – More Than 30 Days application for The Oaks on Cherokee LLC d/b/a The Oaks on Cherokee located at 201 Cherokee Trail within the police jurisdiction

#### IV. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

#### V. PUBLIC COMMENTS

##### Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

**Section 12.** Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

**Section 13.** All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

**Section 14.** No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City. Once the speaker has been recognized to speak, he/she should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

#### VI. COUNCIL COMMENTS

#### ADJOURNMENT

# MINUTES

Anniston, Alabama

April 19, 2022

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Tuesday, April 19, 2022, at approximately 5:30 o'clock p.m.

Richard Jackson performed a rendition of Amazing Grace on saxophone for the Invocation.

Millie Harris, Council member, led the Pledge of Allegiance to the Flag.

Vice-Mayor Smith called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Roberts, Smith, and Harris; absent: Mayor Draper. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Bruce Downey, City Attorney, was present.

Council Member Jenkins made a motion to waive the reading of and approve the minutes of the April 5, 2022 regular meeting. The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, and Harris; nays: none. The motion carried and the April 5, 2022 regular meeting minutes were approved.

Council Member Harris made a motion to adopt the agenda. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, and Harris; nays: none. The motion carried and the agenda was adopted.

Vice-Mayor Smith opened a public hearing to hear public comments regarding a Lounge Retail Liquor-Class I application for Blues Karaoke Bar LLC d/b/a Blues Karaoke Bar LLC located at 1013-B US Hwy 431 within the corporate city limits. No One Spoke. Vice-Mayor Smith closed the public hearing to hear public comments regarding a Lounge Retail Liquor-Class I application for Blues Karaoke Bar LLC d/b/a Blues Karaoke Bar LLC located at 1013-B US Hwy 431 within the corporate city limits.

Council Member Jenkins made a motion to approve the consent agenda:

- (a) Resolution declaring a reported condition to be a public nuisance. Group 2022-01 Substandard Structures (22-R-19)
- (b) Resolution closing out the Revolving Loan Fund and Commercial Development Incentive Fund (22-R-20)
- (c) Resolution to enter into Alabama Association of Fire Chiefs Mutual Aid Consortium Agreement (22-R-21)
- (d) Resolution authorizing grant of Utility Easement to Anniston Water Works and Sewer Board for the City of Anniston (22-R-22)

(e) Motion to approve a Retail Beer (Off Premises Only) Retail Table Wine (Off Premises Only) application for Aldi Inc. 101 d/b/a Aldi Inc. located at 5303 McClellan Blvd within the corporate city limits

(f) Motion to approve a Lounge Retail Liquor-Class I application for Blues Karaoke Bar LLC d/b/a Blues Karaoke Bar LLC located at 1013-B US Hwy within the corporate city limits

(g) Motion to approve an allocation of \$5,000.00 for the Law Enforcement Week

The motion was seconded by Council Member Roberts and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, and Harris; nays: none. The motion carried and the consent agenda was adopted.

Megan Brightwell, 330 E 6<sup>th</sup> Street, addressed the council on “C.H.I.C- Children Having In-power Communities”. She stated that she would like the council to fix the fowl ordinance, which would allow her family to raise hens in their backyard.

Sara Oehrig, 1001 Cynthia Crescent, addressed the council on how the change in the fowl ordinance will empower children and give them a sense of responsibility.

Scott Brightwell, 330 E 6<sup>th</sup> Street, addressed the council that encouraging personal and community gardening, egg production, and farmer’s markets are a great way to reduce the impact of being in a food desert.

Council Member Jenkins thanked Mr. Jackson for his rendition of amazing grace. He stated that they have had some early discussions “regarding the fowl ordinance” and are looking at some opportunities for that.

Council Member Roberts

Council Member Harris

Vice-Mayor Smith

There being no further business to come before the council at that time Vice-Mayor Smith made a motion that the meeting be adjourned. The motion was seconded by Council Member Roberts; and on call of the roll, the following vote was recorded: ayes: Council Members Jenkins, Roberts, Smith, and Harris; nays: none. The motion carried and the meeting was adjourned at approximately 5:47 p.m. o’clock p.m.

# CONSENT AGENDA

**RESOLUTION NO. 22-R-\_\_**

**A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES  
INCURRED WHILE TRAVELING AWAY FROM THE CITY**

**BE IT RESOLVED**, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a.** \$30.81 to Sgt. Jeff Hamrick, Police Department, for reimbursement while attending Deliberate Planning & Leadership training in Athens, AL on April 11, 2022.
- b.** \$32.76 to Aimee Grey, Museum, for reimbursement while traveling to Talladega College – Savery Library on April 22, 2022.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of May, 2022

**CITY COUNCIL OF THE CITY  
OF ANNISTON, ALABAMA**

**BY:** \_\_\_\_\_  
Jack Draper, Mayor

**BY:** \_\_\_\_\_  
Jay Jenkins, Council Member

**BY:** \_\_\_\_\_  
Demetric Roberts, Council Member

**BY:** \_\_\_\_\_  
Ciara Smith, Council Member

**BY:** \_\_\_\_\_  
Mille Harris, Council Member

**ATTEST:**

\_\_\_\_\_  
Skyler Bass, City Clerk

**RESOLUTION NO. 22-R-\_\_**

**AUTHORIZING CONSULTANT AGREEMENT WITH SAIN ASSOCIATES**

WHEREAS, the City of Anniston, Alabama (“City”) is receiving funding assistance through the Alabama Department of Transportation (“ALDOT”) for the design and construction of the Chief Ladiga Trail extension within the right of way for ALDOT Project No. STPOA-NR-13(938) (the “Project”) running from Cane Creek to 4<sup>th</sup> Street in Anniston, Alabama;

WHEREAS, the City desires to obtain consultant engineering services for the Project;

WHEREAS, the City negotiated a proposal with SAIN Associates to provide the consultant engineering services for the Project for an amount not to exceed \$237,642;

WHEREAS, ALDOT has conducted a pre-award review of the terms and scope of SAIN Associate’s proposal, and ALDOT has issued a report, dated April 19, 2022, authorizing the City to enter into an agreement with SAIN Associates to provide services for the Project;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Anniston, Alabama as follows:

Section 1. The City is hereby authorized to enter into an agreement with SAIN Associates to provide consultant engineering services for the Project. The City’s agreement with SAIN Associates shall provide for the scope of services and fees set forth in the As-Negotiated submission by SAIN Associates, dated April 6, 2022, attached hereto as Exhibit A. The maximum fee paid to SAIN Associates for the services shall not exceed \$237,642.

Section 2. The City Manager is authorized and directed to sign the agreement with SAIN Associates for and in the name of the City. The sum of \$237,642 is appropriated for payment the fees as due to SAIN Associates for provision of the scope of services for the Project in accordance herewith and the agreement to be entered into by the City and SAIN Associates. The City Manager is further authorized and directed to take those actions that are needed to accomplish the services for the Project and to meet the City’s commitments pursuant to its agreement with SAIN Associates to provide said services.

PASSED AND ADOPTED on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

\_\_\_\_\_  
Jack Draper, Mayor

\_\_\_\_\_  
Jay Jenkins, Council Member

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Demetric Roberts, Council Member

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Ciara Smith, Council Member

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Millie Harris, Council Member

ATTEST:

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Skyler Bass, City Clerk

## EXHIBIT A



Kay Ivey  
Governor

### ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
ALEXANDER CITY AREA  
POST OFFICE BOX 1179  
ALEXANDER CITY, ALABAMA 35011-1179  
Telephone: (256) 234-4265 FAX: (256) 234-3474



John R. Cooper  
Transportation Director

April 19, 2022

Mayor Jack Draper  
City of Anniston  
Department of Planning and Development Services  
P.O. Box 2168  
Anniston, Alabama 36202

Attn: Toby Bennington, AICP

RE: STPOA-NR13 (938)  
Chief Ladiga Trail – From Cane  
Creek to 4<sup>th</sup> Street Anniston Segment

Dear Mayor Draper:

Reference is made to your letter, dated April 18, 2022, transmitting an as negotiated man-day and fee proposal from SAIN Associates to perform work for the above referenced project.


Since the City of Anniston is utilizing the Department's alternate consultant selection procedure, an audit report was not required. The overhead rate, operating margin and labor rates will be as previously approved by the Bureau of Finance and Audits, External Audit Section.

Attached is a copy of the man-day and fee proposal reviewed by the Department. We feel the fee is just and fair compensation for the work contained in the scope. Therefore, the maximum fee shall not exceed \$237,642.00

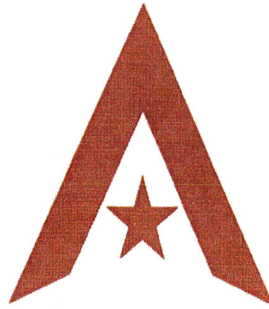
The City of Anniston may proceed to enter into an agreement with SAIN Associates, using the aforementioned instructions. Feel free to contact us at any time if you have any questions.

Sincerely,

DeJarvis Leonard, P.E.  
Region Engineer

By: Steven M. Corley   
Steven M. Corley, P.E.  
Pre-Construction Engineer

DL/SC/mtb



**ANNISTON CITY COUNCIL**

**JACK DRAPER**  
MAYOR

**JAY JENKINS**  
COUNCILMAN WARD 1

**DEMETRIC "D.D." ROBERTS**  
COUNCILMAN WARD 2

**CIARA SMITH**  
COUNCILWOMAN WARD 3

**MILLIE HARRIS**  
COUNCILWOMAN WARD 4

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April 18, 2022

Mr. Steve Haynes, PE  
Assistant Region Engineer, Pre-Construction  
Alabama Department of Transportation  
1020 Bankhead Highway West  
Birmingham, AL 35204

**PROJECT: STPOA-NRB(938)**  
**Chief Ladiga Trail**

**SUBJECT: Approval of AS NEGOTIATED Mandays**

Attention: Mr. Steven Corley, PE – Alex City Area Pre-Construction Engineer

Dear Steven:

The City of Anniston is requesting approval of the AS NEGOTIATED Man-days from Sain Associates dated 04-06-22, and recommends approval to contract. The City of Anniston will progress the Scope and Fee from Sain Associates upon written approval from your office.

If you require any additional information, please do not hesitate to contact me at 256-231-7691.

Sincerely,

  
Jack Draper  
Mayor

April 6, 2022



**SAIN**  
ASSOCIATES

Mr. Steven Corley  
ALDOT/East Central Region-Alex City Area  
Pre-Construction Engineer  
240 Highway 280, 35010  
P. O. Box 1179  
Alexander City, AL 35011

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Telephone: (205) 940-6420  
Fax: (205) 728-2007  
[www.sain.com](http://www.sain.com)

**RE: Mandays for ALDOT Project No. STPOA-NRB(938)  
Chief Ladiga Trail Bike Trail  
City of Anniston**

Dear Mr. Corley:

Sain Associates has reviewed the manday markdowns provided by your office to the City of Anniston and Sain Associates on March 31, 2022.

Utility Coordination has been removed from the scope. A Utility submittal will be made to ALDOT and ALDOT will coordinate any required utility relocations and agreements.

Under expenses, printing and the ADEM permit fee are to be included in the proposal and the contract as an expense. Sheet 5 of the scope has been revised.

We accept your manday markdowns as written, except for the proposed changes below:

*Drainage Sections*

- Mandays were at 1.25 for Engineer and 4.00 for Technician; ALDOT marked to 1.00 and 2.00 respectively; After discussion, we propose these to be revised to 1.25 for Engineer and 3 for Technician.
- The number of sheets does not adequately reflect the amount of effort required in drainage analysis as there are less structures involved and more open channel hydraulics and grading.

*Roadway Cross Sections*

- Mandays were at 0.25 for Engineer and 0.5 for Technician; ALDOT marked to 0.13 and 0.25 respectively; we propose these to be revised to 0.20 for Engineer and 0.4 for technician.
- With the right of way already established and varying site conditions, we anticipate the cross-sections will require modifications within the model and possibly hand modifications to create the most accurate surface information.

If you accept these revisions, the revised scope and mandays attached to this letter can be considered the As-Negotiated submittal.

Thanks for considering these proposed changes. If you have any questions, please contact me by phone at 205-263-2116 or by email at [tmontanaro@sain.com](mailto:tmontanaro@sain.com).

Sincerely,

Antonio "Tony" Montanaro, P.E.  
Project Manager  
AL #36735



<b>Project Number</b> STPOA-NRB(938) <b>County</b> Calhoun <b>Description</b> Chief Ladiga Trail Bike Trail <b>Scope of work</b> Design of Multi-Use Bike Trail on the Existing CLT <b>Length</b> 6.48 miles	<b>CPMS #</b> _____
<b>Consultant</b> Sain Associates	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.07	0.07	0.25	0.25
INDEX SHEET	1.00	0.07	0.07	0.25	0.25
GEOMETRIC LAYOUT/SURVEY CONTROL	12.00	0.07	0.84	0.14	1.68
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.15	0.15
PROJECT NOTE SHEET (TCP)	1.00	0.07	0.07	0.13	0.13
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.07	0.14	0.07	0.14
<b>TYPICAL SECTIONS</b>					
Main Roadway	1.50	0.75	1.13	1.50	2.25
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.50	0.25	0.13	0.75	0.38
	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY SHEET</b>					
Main Summary	1.00	0.25	0.25	0.75	0.75
<b>SUMMARY BOX SHEETS</b>					
Roadway Drainage (non-culvert)	0.50	0.25	0.13	0.50	0.25
Culvert Extension, New Culvert	0.50	0.25	0.13	0.25	0.13
Bridge Culvert Extension, New Bridge Culvert	0.50	0.10	0.05	0.50	0.25
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06	0.25	0.06
Signing	0.50	0.10	0.05	0.25	0.13
Base & Pavement	0.50	0.10	0.05	0.25	0.13
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.25	0.10	0.03	0.25	0.06
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.50	0.10	0.05	0.25	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.25	0.25	0.06	0.50	0.13
Erosion Control	0.50	0.25	0.13	0.50	0.25

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Removal Items	0.25	0.25	0.06	0.50	0.13
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>PLAN &amp; PROFILE (Includes Paving, Signing, and Striping)</b>					
Main Roadway	26.00	0.17	4.42	0.30	7.80
Crossroads	2.00	0.17	0.34	0.40	0.80
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.13	0.07	0.50	0.25
Summary & Items	0.50	0.25	0.13	0.50	0.25
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	5.00	0.13	0.65	0.50	2.50
Special Drawings	3.00	0.10	0.30	0.10	0.30
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations - Existing	6.00	0.10	0.60	0.25	1.50
Utility Locations - Proposed	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	5.00	1.25	6.25	3.00	15.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	2.00	0.50	1.00	1.00	2.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.07	0.07	0.13	0.13
Phased Sheets (Phase I)	12.00	0.13	1.56	0.50	6.00
Phased Sheets (Phase II)	12.00	0.13	1.56	0.50	6.00
Phased Sheets (Phase III)	12.00	0.13	1.56	0.50	6.00
CBMPP & NOI	1.00	2.00	2.00	4.00	4.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	60.00	0.20	12.00	0.40	24.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.25	0.25	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review (Concept Review)			0.50		0.00
PS&E Inspection			1.00		1.00
CB Submittal			0.00		0.00
OE Submittal			0.00		0.00
Site Visits			1.00		1.00
Cost Estimates			1.00		2.00
Design Hearing			0.00		0.00
SUB-TOTAL	174.50		40.01		88.66
10% Supervision			4.00		
TOTALS	174.50		40.01		88.66

<b>Project No.</b> STPOA-NRB(938)			
<b>County</b> Calhoun			
<b>Description</b> Chief Ladiga Trail Bike Trail			
<b>Scope of Work</b> Design of Multi-Use Bike Trail on the Existing CLT			
<b>Project Length</b> 6.48 Miles			
<b>Consultant</b> Sain Associates			
<b>Fee Proposal (Roadway Plans)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	4.00	\$ 576.72	\$ 2,306.88
Engineer	40.01	\$ 536.31	\$ 21,457.76
Engineering Technician/CADD	88.66	\$ 359.44	\$ 31,867.95
Clerical	10.00	\$ 288.48	\$ 2,884.80
	<b>Total Direct Labor</b>		\$ 58,517.39
Combined Overhead (%)	192.00		\$ 112,353.39
Out-of-Pocket Expenses**			\$ 3,755.40
	<b>Sub-Total</b>		\$ 174,626.18
Operating Margin (10%)			\$ 17,462.62
	<b>Sub-Total</b>		\$ 192,088.80
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Schoel - Flood Studies			\$ 31,200.00
Tommy Jones - Bridge Inspection			\$ 12,000.00
Christy Cobb - Bridge Design			\$ -
Building and Earth - Geotech			\$ -
Subconsultant Administration Expense (5%)			\$ 2,160.00
	<b>Sub-Total</b>		\$ 237,448.80
Facilities Capital Cost of Money (% of Direct Labor)	0.33		\$ 193.11
	<b>TOTAL FEE</b>		\$ 237,641.91

\*\*See Grand Total Fee sheet

<b>Project No.</b>					
<b>County</b>	Calhoun				
<b>Description</b>	Chief Ladiga Trail Bike Trail				
<b>Scope of Work</b>	Design of Multi-Use Bike Trail on the Existing CLT				
<b>Project Length</b>	6.48 Miles				
<b>Consultant</b>	Sain Associates				
<b>Out-of-pocket Expenses (Roadway Plans)</b>					
<b>TRAVEL COST</b>					
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>	
Site Visits	6	180	\$0.585	\$ 631.80	
30% review meeting	1	180	\$0.585	\$ 105.30	
PS&E Review	1	180	\$0.585	\$ 105.30	
	0	0	\$0.575	\$ -	
<b>Total Mileage Cost</b>				<b>\$ 842.40</b>	
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>	
Travel allowance (6 hour trips)	8	2	\$11.25	\$ 180.00	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
<b>Total Subsistence Cost</b>				<b>\$ 180.00</b>	
<b>Total Travel Cost</b>				<b>\$ 1,022.40</b>	
<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
PS&E	10	166	1660	\$ 0.50	\$ 830.00
Construction Bureau	5	166	830	\$ 0.50	\$ 415.00
Office Engineer	1	166	166	\$ 0.50	\$ 83.00
Office Engineer Mylar Title Sheet	1	1	1	\$ 20.00	\$ 20.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 1,348.00</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>	
				<b>\$ -</b>	
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>	
<b>Other (provide description on next line)</b>				<b>Total</b>	
ADEM permit				<b>\$ 1,385.00</b>	
<b>Total Out-of-pocket Expenses</b>				<b>\$ 3,755.40</b>	
<b>Comments:</b>					

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

March 10, 2022  
Resubmitted April 19, 2022



**SAIN**  
ASSOCIATES

Toby Bennington  
Director, Planning and Economic Development  
City of Anniston  
4305 McClellan Blvd  
P.O. Box 2168  
Anniston, AL 36202

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Telephone: (205) 940-6420  
[www.sain.com](http://www.sain.com)

SUBJECT: Chief Ladiga Trail  
Sain Project #21-0340

Dear Toby,

We appreciate the opportunity to submit this proposal for engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

#### General Project Understanding

Sain will design plans for the Chief Ladiga Trail Extension. The project will connect the Chief Ladiga Trail Head at Michael Tucker Park to the Anniston Multi-Modal Center, spanning approximately 6.5 miles.

The project began through a contract with the City and JR Wilburn and Associates, inc in 2016. The original contract included the scope of services contained within this proposal, however, the City has chosen to change consultants following the retiring of key personnel.

JR Wilburn and Associates completed several tasks from the initial contract. These included survey, public involvement, environmental document, and ROW acquisition assistance. It is Sain's understanding that these tasks are complete and will thus be excluded from the proposed scope below. One exception to that will be coordination for Re-Evaluation of the environmental document. Should the alignment change from the established centerline that the environmental document was approved on, Sain will require a supplement for amending the environmental document.

The centerline of the trail has been set and is not expected to be re-aligned, as ROW has been acquired on that alignment. The City has mentioned the possibility of contaminants near Snow Creek and 4<sup>th</sup> street. Should this area need to be avoided because of these potential contaminants and the trail be re-aligned at the direction of the City from information they have obtained, Sain will require a supplement for additional services that may include design and survey.

JR Wilburn and Associates also had embarked on two other tasks. These involved sub-consultant to perform flood studies at 2 crossing points, and bridge inspection for the 5 truss bridges (Sheriff's Office Stream Crossing, DHR Stream Crossing, Old US-431, 47<sup>th</sup> Street, Cane Creek). JRWA had contracted with Schoel Engineering for the flood studies and. Sain will maintain Schoel Engineering as sub-consultants to complete their tasks. Tommy Jones will be enlisted as a sub-consultant to perform the Bridge Inspections



on 4 of the 5 bridges in the corridor. The 5<sup>th</sup> bridge, Old US-431, will be inspected and designed as needed by ALDOT.

The plans for construction of the Chief Ladiga Trail will be contingent on these two outstanding studies. If it is determined from the bridge inspections that structural repair is needed, Sain will supplement the contract for structural design to contract with Christy Cobb as a sub consultant. Structural design would involve using either cast-in-place or pre-cast superstructures to carry the loading of a pesticide maintenance vehicle, or in the case of the bridge near 4<sup>th</sup> street an Emergency/Swat Vehicle. The supplement will also contain budget for Building and Earth to conduct Geotechnical explorations for use in structural design. Some preliminary budgets are attached to this proposal for information, but the fees associated with these services are not included here within.

Beyond these studies, the plans for construction of the Chief Ladiga Trail will be produced by Sain. Due to the funding source of the PE, the plans will require ALDOT approval and their GDCP process for plan submittals. These submittals include the following:

- 30% Inspection
- Plan-in-Hand/PS&E Combo Submittal
- Final Back Check
- Construction Review
- Office Engineer

The City will handle contract documents, advertising and bidding for construction. Depending on the funding source for construction, CE&I may be required. CE&I services are not included with this scope, but we can provide these services during construction if they are determined to be needed. CE&I services would require an additional contract.

#### Scope of Services

Our charge under this project is to prepare contract plans for the construction of the Chief Ladiga Trail.

#### **Task 1 – Flood Studies**

Scope of services by Schoel Engineering Co., Inc. (attached). The Flood studies will consist of 2 phases. Phase 1 will occur in the front-end design and is included as a part of this proposal. Phase 2 will occur during or at the end of construction. Phase 2 may not be ultimate necessary, depending on design details. If required, Phase 2 will be supplemented to the project. A preliminary budget is attached with this proposal for information.

#### **Task 2 – Bridge Inspection**

Scope of services by Tommy Jones, email attached.



### **Task 3 – Trail Plan Production and Submittals**

#### ROADWAY PLANS:

Sain Associates will provide contract plans for the above-mentioned improvements. Our scope of work is as follows:

1. Plan presentation will be consistent with the ALDOT Plans Preparation Manual.
2. Construction cost estimates will be furnished with PS&E, Construction Bureau, and Office Engineer plan submittals.
3. The project Plan Assembly will include title, summary of quantities, typical sections, cross sections, drainage sections and pipe profiles, plan and profile sheets, and all other sheets required for receipt of bids for work including grading, drainage, base and paving, signing, striping, and erosion and sediment control. Plans will also include a traffic control plan. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The contract plans will be prepared for construction in accordance with current design practices of the STATE.
4. Sain Associates will prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved.
5. Sain Associates will prepare Hydraulic Designs and Supporting Calculations according to approved chapters of the STATE Hydraulic Manual, otherwise, in the absence of direction for the STATE Hydraulic Manual, in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
6. Sain Associates will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the FHWA, STATE, City, or Local Community, whichever is most stringent.
7. Drainage Section drawings will be provided for all proposed cross drains within the project work limits, and will be stationed along the project centerline. Where applicable, Sain will rely on data acquired by the County in the field survey to establish and depict stream bed slopes and the profile configuration of any existing ditches or channels. Pipe profiles will be prepared for all other drains, drain inlets, drain outlets, and proposed ditches or channels. These profiles will be stationed along the center of the pipe, rather than the project centerline, since most pipes will be located within the immediate vicinity of the roundabout.
8. Sain Associates will prepare utility plan sheets for a utility submittal to ALDOT. The design of utility relocation plans has not been included within this scope, but for the contractor's reference, Sain will display into the plan set any relocation plans prepared by utility companies, so long as they are provided by ALDOT through their coordination of conflict. If Sain's design of relocation plans is requested, this service can be provided under a supplemental services agreement.
9. Sain Associates will prepare estimates of quantities and construction cost for contract plans at PS&E plans and following, itemized and properly symbolized in accordance with the Standard Specifications using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
10. The applicable provisions of ALDOT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this AGREEMENT and Sain



Associates will prepare supplemental specifications and special provisions for any needed items not covered by ALDOT Standard Specifications for Highway Construction, Latest Edition.

11. Sain Associates will prepare a storm water permit and CBMPP document for the City and ALDOT use. The ADEM Permit Fee is included in Sain's scope.
12. A soil survey and materials report with pavement recommendations will not be included, per the City. The existing ground is a previously improved rail bed and will not require exploration. Previous trail projects will be utilized for required pavement buildup.
13. Trail Signs will be included per the design manual provided by the city.
14. Landscaping and Lighting design will not be included in the plan assembly. Lump sum budget items can be set up in the contract plans for use by the City to light the trailheads and provide any necessary landscape buffers.

#### **Task 4 – Bridge Design Plans Budget(to be supplemented at a later date)**

Structural design could involve using either cast-in-place or pre-cast superstructures to carry the loading of a pesticide maintenance vehicle, or in the case of the bridge near 4<sup>th</sup> street, an Emergency/Swat Vehicle. Sain will utilize this budget item set up for structural design to contract with Christy Cobb as a sub consultant. Christy Cobb has provided a budgetary number for all 4 structures, as well as if each structure was done on their own. Building and Earth has also provided budgets for all four bridges, collectively and individually.

Budget emails are attached. At the time of this proposal, not enough information is known for Christ Cobb and Building and Earth to develop a full scope of services. Fees for these services are likely to change, and fees attached to this proposal should be considered budget based on limited preliminary information. Total fees attached to this proposal are required if all 4 structures are to be replaced. If only a single structure is required, the fees may be lower overall, but much higher on an individual scale. Supplemental Scope and fee of each will be coordinated with the City and ALDOT following Bridge Inspection.

#### Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: preparation and attendance at Public Involvement meetings, traffic count data collection, traffic signal warrant evaluation, traffic signal pole and foundation structural design services, installation and fine tuning of traffic signal timings, right-of-way appraisals and acquisition, staking of property corners and/or proposed ROW, coordination of existing utility locations or need for relocations, design of or staking for utility relocations, subsurface utility exploration (SUE), utility designs, landscaping and lighting designs, flood studies, contract document, bidding and construction services, and CE&I.



#### Fees

We propose to provide the above described services based on the following fee schedule:

Flood Studies – Phase 1 (Inc. 5% Sub Admin) .....	Lump Sum \$33,810
Bridge Inspection (Inc. 5% Sub Admin) .....	Lump Sum \$12,600
Roadway Plans .....	Lump Sum \$192,281.91

**Total Estimated Budget ..... \$237,641.91**

Budgetary Items Attached For Information of Future Supplement

<i>Flood Studies – Phase 2 (Inc. 5% Sub Admin) .....</i>	<i>Lump Sum \$32,130</i>
<i>Bridge Plans Budget – Christy Cobb (Inc. 5% Sub Admin) .....</i>	<i>Lump Sum \$75,600</i>
<i>Bridge Plans Budget – Building and Earth (Inc. 5% Sub Admin) .....</i>	<i>Lump Sum \$26,250</i>

Reimbursable expenses such as mileage, printing, and shipping, etc. are included in the above fees.

#### Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

#### Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

#### Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

#### Schedule

Upon receipt of NTP, Sain will contact the City to determine a mutually agreeable schedule to achieve project completion.



Expected project schedule is as follows:

- Contracting – April 2022
- Bridge Inspection – May 2022
- 30% Submittal – July 2022
- 30% ALDOT Review – August 2022
- Flood Studies – September 2022
- PIH/PSE Submittal – November 2022
- Letting – May 2023
- Begin Construction – June 2023
- Construction Completion – June 2024

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Antonio Montanaro'.

Antonio Montanaro, P.E.  
Project Manager  
Alabama #36735

Enclosures:  
Sain Terms & Conditions (sch. 2022)

OFFERED:  
SAIN ASSOCIATES, INC.  
BY: Alicia Bailey, P.E.  
Principal/Team Leader, Alabama #26339

A handwritten signature in black ink, appearing to read 'Alicia Bailey'.

Signature of Authorized Representative

Date: April 19, 2022

ACCEPTED:  
CITY OF ANNISTON

BY: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_

# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

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### Rates:

Principal.....	\$190.00 - \$275.00 per Hour
Engineer/Planner.....	\$98.00 - \$148.00 per Hour
Senior Engineer.....	\$150.00 - \$210.00 per Hour
GIS Professional.....	\$125.00 - \$135.00 per Hour
Designer.....	\$87.00 - \$125.00 per Hour
Surveyor.....	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person).....	\$100.00 per Hour
Survey Crew (1-Person + Robot).....	\$150.00 per Hour
Survey Crew (2-Person).....	\$175.00 per Hour
Survey Crew (3-Person).....	\$215.00 per Hour
Survey Per Diem.....	\$150.00 per person per Night
Administrative Support.....	\$60.00 - \$75.00 per Hour

### Reimbursable Expenses

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

### Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves 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 Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

### Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

### Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

### Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

### Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

### Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

### Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

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### Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

### Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### 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.

### Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, 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 shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

### 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 Client's disclosure of any such documents to any third party.

### Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

### Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

### Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2022



04/22/2022

## **FACT SHEET**

**SUBJECT:** McDaniel Avenue and Alexandria Road resurfacing.

**FACTS:** The City of Anniston received two bids for the resurfacing of a portion of McDaniel Ave. and Alexandria Rd. on April 8, 2022. Wiregrass Construction bid the project in the amount of \$72,025.00 and Mid South Paving bid the project in the amount of \$83,825.00.

### **RECOMMENDATIONS:**

Proceed with awarding the bid in the amount of \$72,025.00 to Wiregrass Construction.

## FACT SHEET

**SUBJECT:** Evaluation of bids for demolition of 6 substandard structures.

**FACTS:** Funding from CDBG.

### VENDORS SUBMITTING BIDS

**EMTEK**

104 W. 16 <sup>th</sup> Street	\$12,200.00
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	\$12,200.00

**Teague Hauling and Demolition**

2201 McCoy Ave	\$4,900.00
527 W. 14 <sup>th</sup> Street	\$6,700.00
309 Wilkerson Ave	\$4,900.00
1311 Altamont Rd.	\$16,200.00
1701 W. 22 <sup>nd</sup> Street	\$5,350.00
	<hr/>
	\$38,050.00

RECOMMENDATION: EMTEK was the low bidder on one structure and Teague Hauling and Demolition was the low bidder on five structures. The bid should be split between EMTEK in the amount of \$12,200.00 and Teague Hauling in the amount of \$38,050.00. Total bid amount to be awarded is \$50,250.00.