

RESOLUTION NUMBER 4951**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A CONTRACT FOR THE IMPLEMENTATION STAGE OF THE COMMUNITY SPACES PLAN FOR A PROGRAM MANAGER**

WHEREAS, the City of Vestavia Hills is entering the implementation stage of its Community Spaces Plan and there is a need for a program manager to lead the program validation/prioritization, pre-construction and construction phases of this effort; and

WHEREAS, the City held a competitive selection process to select said program manager; and

WHEREAS, the request for proposals included a defined scope of work that is attached as exhibit A; and

WHEREAS, the City Council has selected TCU Consulting Services, LLC as the Community Spaces Plan Program Manager whose contract is attached as exhibit B; and

WHEREAS, said contract is divided into three phases of work, each requiring successful completion of the previous stage to include City Council approved funding for the next phase of work to proceed; and

WHEREAS, Phase One will require additional architectural, engineering and operational planning services outside of the contract with TCU; and

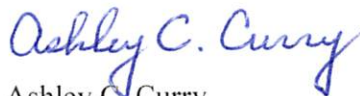
WHEREAS, the City Manager and Finance Director has examined said budget and recommended the allocation of funding from the Capital Project Fund and General Obligations Warrants Fund to cover the expense of Phase One Services, Phase Two Services, and Phase Three Services, and additional funding and services during Phase One for Architectural, Civil Engineering, and Operational Planning; and

WHEREAS, the Mayor and City Council have reviewed the recommendation and find it is in the best public interest to approve that the City Manager allocate funding within the budget in order to cover the expense of Phase One Services, Phase Two Services, and Phase Three Services, and additional funding and services during Phase One for Architectural, Civil Engineering, and Operational Planning.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to execute the attached contract with TCU Consulting Services, LLC for the following contract amounts from the Capital Project Fund and General Obligations Warrants Fund:
 - a. Phase One Services \$120,000
 - b. Phase Two Services \$373,650
 - c. Phase Three Services \$1,002,000
2. Furthermore, the following allowance for additional funding and services during Phase One are authorized up to and not exceeding the stated collective amounts from the Capital Project Fund and General Obligations Warrants Fund:
 - a. Architectural \$8,500
 - b. Civil Engineering \$4,500
 - c. Operational Planning \$26,000
3. This Resolution Number 4951 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of June, 2017.



Ashley C. Curry
Mayor

ATTESTED BY:



Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

May 5, 2017

By Hand Delivery

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed Agreement By and Between the City of Vestavia Hills and TCU Consulting Services, LLC for Program Management Services

Dear Mr. Downes:

On May 4, 2017, you furnished to me copies of a proposed Agreement by and between the City of Vestavia Hills ("City") and TCU Consulting Services, LLC ("TCU"), together with Exhibits A, B and C, with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to respond to your request.

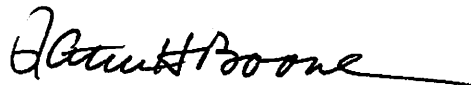
I reviewed the proposed Agreement and exhibits and am of the opinion that the documents meet the requirements of Alabama law. I have no recommendations for deletions or modifications. However, I do recommend that TCU add the following required language to the contract:

1. Immigration language as required by Title 31-13-9(k), *Code of Alabama, 1975*.
2. Boycott limitation language as required by Title 41-16-5(b), *Code of Alabama, 1975*.

I have enclosed copies of both statutes.

Please call me if you have any questions regarding this legal opinion.

Very truly yours,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
Enclosures

(g) The Secretary of State may adopt rules to administer this section and shall report any rules adopted to the Legislature.

(h) Compliance with this section may be verified by the contracting authority or any state or local law enforcement agency at any time to ensure a contractual agreement as provided for in this section is being met.

(i) Anything to the contrary notwithstanding, this section shall not apply to agreements by the state, any political subdivision thereof, or any state-funded entity relating to debt obligations by such entities.

(j) Any business entity or employer found in violation of this section that has had their business license or permit suspended shall not, for the duration of the suspension, be allowed, directly or indirectly, to procure or execute a license or permit similar to those that have been suspended.

(k) All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "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 therefrom."

(l) For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

(m) All actions brought under this section shall be brought in circuit court.

HISTORY:

Acts 2011, No. 11-535, § 9, Jan. 1, 2012; Acts 2012, No. 12-491, § 1, May 18, 2012.

Editor's notes.

The Secretary of State has promulgated rules to provide an acceptable form for affidavits for business entities, employers, contractors, and subcontractors. You may view these rules and forms in Chapter 820-4-1ER of the Administrative Code (Ala. Admin. Code r. 820-4-1ER) or as a Microsoft Word document at this website: <http://www.sos.state.al.us/downloads/procedures/ImmigrationAct-ER.doc>.

The Code Commissioner substituted "that has been suspended" for "has been suspended" in (e)(1)c.2. and (e)(2)c.2., and substituted "Department of Labor" for "Department of Industrial Relations" throughout (e) as amended by Acts 2012, No. 12-491, to implement the name changes provided by Acts 2012, No. 12-496 and Ala. Code §§ 25-2-1 and 25-2-2.

Effective dates.

Acts 2011, No. 11-535, effective January 1, 2012.

2012 amendments.

The 2012 amendment rewrote the section.

RESEARCH REFERENCES AND PRACTICE AIDS

Related statutes.

Acts 2011, No. 11-535, § 34: "Sections 22 and 23 of this act shall become effective immediately following the passage and approval of this act by the Governor, or its otherwise becoming law. Section 9 shall become effective on January 1, 2012, following the passage and approval of this act by the Governor, or its otherwise

becoming law. Section 15 shall become effective on April 1, 2012, following the passage and approval of this act by the Governor, or its otherwise becoming law. The remainder of this act shall become effective on the first day of the third month following the passage and approval of this act by the Governor, or its otherwise becoming law."

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HISTORY
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Effective Acts 201 2011.

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HISTORY:

Acts 1999, No. 99-592; Acts 2014, No. 14-314, § 1, Oct. 1, 2014.

2014 amendments.

The 2014 amendment, effective October 1, 2014, added "and the following representatives" in the introductory language of (a)(1); added (a)(1)f. and (a)(1)g.; rewrote (a)(2), which formerly read: "SCHOOL SYSTEM. Any county or city public school system; the Alabama School

for Deaf and Blind; the Alabama School of Fine Arts; and the Alabama School of Mathematics and Science"; deleted former (b)(2), which read: "Accept applications from any school system choosing to apply for grants from the Penny Trust Fund for use in disease prevention programs in the public schools"; rewrote (b)(3) and (b)(4); deleted former (b)(5) and (b)(6); redesignated former (b)(7) as (b)(2); and in (b)(2), added "and approve" and "and the State Superintendent of Education."

**CHAPTER 16
PUBLIC CONTRACTS**

Article 1. General Provisions.

Section

41-16-5. Definitions; boycott limitations.

Article 2. Competitive Bidding on Public Contracts Generally.

41-16-21. Exemptions from requirement — Void contracts.

41-16-24. Advertisement for bids — Opening of bids — Splitting of contracts.

41-16-27. Award of contract — Record of bids — Preference to Alabama commodities, firms, etc.

Article 3. Competitive Bidding on Contracts of Certain State and Local Agencies, etc.

41-16-50. When required — Joint purchasing agreements — Bid bonds.

41-16-51. Exemptions — Void contracts — Criminal penalties.

41-16-54. Advertising for bids — Opening of bids — Splitting of contracts.

41-16-57. Award of contract — Preference to Alabama commodities, firms, etc. — Duration of contracts.

Article 3A. Competitive Bidding on Contracts for Goods and Services.

41-16-72. Professional services contracts.

**ARTICLE 1
GENERAL PROVISIONS**

§ 41-16-5. Definitions; boycott limitations.

(a) For the purposes of this section, the following terms shall have the following meanings:

(1) **BOYCOTT.** To blacklist, divest from, or otherwise refuse to deal with a person or business entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity or is based on the fact that the boycotted person or entity is doing business in a jurisdiction with which this state can enjoy open trade and with which the targeted person or entity is doing business.

(2) **BUSINESS ENTITY.** A corporation, partnership, limited liability company, organization, or other legal entity conducting or operating any trade or business in Alabama or a corporation, organization, or other legal entity

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HISTORY:
Acts 2016, No

Effective dates:
Acts 2016, No 2016.

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§ 41-16-21. 1

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operating in Alabama that is exempt from taxation under Section 501(C)(3) or (4) of the Internal Revenue Code.

(3) **GOVERNMENTAL ENTITY.** The state or any political subdivision thereof, or any department, agency, board, commission, or authority of the state, or any political subdivision, or any public corporation, authority, agency, board, commission, state college, or university, municipality, or other governmental entity controlled by the state or any political subdivision.

(4) **JURISDICTION WITH WHICH THIS STATE CAN ENJOY OPEN TRADE.** Includes World Trade Organization members and those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations.

(b) Subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, Code of Alabama 1975, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c)(1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.

(2) This section does not apply to contracts with a total potential value of less than fifteen thousand dollars (\$15,000).

(d) Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

HISTORY:

Acts 2016, No. 16-312, § 1, Aug. 1, 2016.

Effective dates.

Acts 2016, No. 16-312, effective August 1, 2016.

ARTICLE 2

**COMPETITIVE BIDDING ON PUBLIC CONTRACTS
GENERALLY**

§ 41-16-21. Exemptions from requirement — Void contracts.

(a) Competitive bids shall not be required for utility services where no competition exists or where rates are fixed by law or ordinance, and the competitive bidding requirements of this article shall not apply to: The purchase of insurance by the state; contracts for the securing of services of attorneys, physicians, architects, teachers, artists, appraisers, engineers, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part; contracts of employment in



VESTAVIA HILLS

A LIFE ABOVE

Community Spaces Plan Implementation

Request for Proposals for Capital Projects Program Management Services Associated with the Community Spaces Plan

Key Dates

- RFP RELEASE DATE: March 1, 2017
- INTENT TO RESPOND DEADLINE: March 10, 2017
- PRE-PROPOSAL BRIEFING AND MEETING: March 17, 2017
 - Vestavia Hills City Council Chambers, 10am (1032 Montgomery Hwy)
- INQUIRIES RELATED TO THE RFP: March 24, 2017
- PROPOSALS DUE: March 31, 2017

Purpose

The City of Vestavia Hills is requesting proposals from capital project program management firms willing to provide program management services associated with its Community Spaces Master Plan. Information on the master plan and budget can be found at <http://bit.ly/CommunitySpacesPlan>. The new capital projects will be funded by the City through a yet to be determined capital finance plan that might include a bond issuance or bank placement of approximately \$50mm.

Restriction of Communication

From the issue date of this RFP until respondents are selected and notified by the City, respondents to this RFP are not allowed to communicate their proposal or discuss the RFP with any member of the City Council or City staff, except for submission of questions as instructed herein. If a respondent is found in violation of this provision, the City reserves the right to reject the respondent's submission.

Intent to Respond

All recipients of this RFP who intend on submitting a response must provide a notification of intent in writing by March 10, 2017, to Jeff Downes at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 or electronically to jdownes@vhal.org. Affirmative response will be made to respondents upon receipt of notice of intent to respond.

Respondents providing notification they intend to respond will be provided with any addendum, answers to inquiries, etc. pertaining to this RFP. Those respondents who do not provide a notification that they intend to respond to the RFP will not be allowed to present a proposal for services.

Schedule and Delivery of Proposals

Responses must be delivered to the Office of the City Manager, 2nd Floor, Vestavia Hills City Hall, 1032 Montgomery Highway, Vestavia Hills, AL 35216 no later than March 31, 2017, at 4:00PM Central Time. Late submissions will not be accepted.

Please send one (1) printed copy and one (1) electronic copy (in PDF) via email to jdownes@vhal.org

Inquiries Related to RFP

Telephone inquiries with questions regarding clarification of any aspect of the RFP will not be accepted. All questions must be written and emailed to the City Manager at jdownes@vhal.org no later than 5PM Central Time on March 24, 2017.

General Requirements

1. Applicable Law. Any contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Alabama.
2. Duration of Response. Compensation fee quotes from all respondents must be valid up to sixty (60) days from the date of the RFP due date. The respondent's fee quote selected under this RFP must be valid until successful completion of all capital projects.
3. Contract Review. Any professional services contract resulting from this RFP will be subject to review by the City and its attorney. Draft contracts are encouraged as a part of submitted proposals.
4. Diversity/Equal Opportunity. The City considers all proposals without reference to race, gender, cultural, ethnic, or other characteristics of the respondent or employees of the respondent.
5. Additional. The selected firm must be qualified to do business in the State of Alabama and any local jurisdiction within which the contract will be performed.

Scope of Services

The selected firm will be expected to perform all normal and customary services associated with capital project program management. These services will include but not be limited to the scope of work established below:

Phase One Scope (Anticipated time frame: Three Months)

Program Budget Validation and Execution Strategy

Goal: The City's "Community Spaces Master Plan" effort has effectively identified the needs and ideas for public spaces throughout the City based upon master plan input. The specific packaging/bundling of the various components from the Master Plan may or may not be in the most ideal grouping for effective execution based upon several factors such as location, timing restrictions, phasing needs, budget availability, funding mechanisms, community needs, etc. The goal of this phase is for the program manager to work with the City to develop the most effective and beneficial strategy for executing this group of projects over a multi-year period. This phase is meant to be a collaborative effort with various City representatives to develop the most ideal strategy given all factors.

Potential Project Components: (This list is not all inclusive. Other small components not listed are included in the master plan document)

1. Multi-Purpose Recreational Facility at Wald Park
2. Premier Green Space at Wald Park
3. Acquisition and Renovation of Gold's Gym Facility
4. Rehabilitation of Cahaba Heights Ballfield Complex
5. Development of the Old Altadena Valley Country Club Property
6. Redevelopment of the City's Swimming Facility at Wald Park
7. Wald Park Ballfield Improvements

Overall Program Budget Validation:

- Develop a master program budget inclusive of all projects.
- Provide detailed conceptual estimates for each project.

Phasing Plan:

- Develop a preliminary comprehensive phasing and priority plan for each project.

Overall Master Schedule:

- Develop an overall master schedule for overall program
- Develop individual project schedules, based on priority

Recommendation Regarding Phase One Design Services Scope and Budget

- Recommend the appropriate level of design services to assist in program validation and study as a part of the Phase One activities.

Cash Flow:

- Develop a funding distribution analysis to support funding and investment strategies

Public Meetings:

- Represent and support the City of Vestavia Hills in all public work sessions and City Council meetings, as it relates to The Community Spaces Plan.

Refinement of Program Vision and Coordination with Stakeholders

- Meet with stakeholders of the Community Spaces Plan to include the “steering committee” to provide guidance in program refinements.

Phase Two Scope (Anticipated Time Frame: Six to twelve months)

Pre-Construction Phase

Goal: The goal of this phase is to manage the multiple projects throughout the City as identified in phase one through the design and bidding phase as the City’s representative. The timing of this phase is anticipated to be six to twelve months but may take a longer period as determined in the outcome of phase one, and the management effort needed may vary at times based upon the selected strategy. An important task in this phase includes the cost estimating expectations at the schematic design completion, design development completion, and during the construction document phase (50% and 100%). As with all phases, it is the City’s intent that these efforts involve collaboration with all stakeholders- internal and external to the City.

Pre-Design Phase Program Management:

- Develop a Management Plan for the Overall Program.
- Assist City of Vestavia Hills in acquiring any design services needed for the program.
- Assist City of Vestavia Hills in review and preparation of the Agreement between City of Vestavia Hills and Designer.
- Prepare a Master Schedule for the Overall Program.
- Prepare a preliminary budget based on the separate projects required for the Program.
- Prepare a cost analysis of various design and construction alternatives.
- Develop and implement an information system in order to establish communication between City of Vestavia Hills, Program Manager, Designer, Contractors and other parties involved with the Program.

Design Phase Program Management:

- Organize, lead, and document project meetings during the Design Phase of each project.
- Continuous monitoring of Designer’s compliance with the Management Plan, Master Schedule, and Budget.
- Review the design documents and make recommendations as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Projects into contracts

for various categories of the Work.

- Coordinate documents with regulatory agencies for review and advise of potential problems and suggested solutions regarding completion of such reviews.
- Prepare general and supplemental conditions for the construction contracts and for materials or equipment procurement contracts for the projects, and provide them to designer for inclusion in the design documents.
- Assist City of Vestavia Hills in preparing documents concerning the budget for use in obtaining or reporting on program funding.
- Overall management of the master schedule during the design phase.
- Prepare a Pre-Bid Construction Schedule for each part of the Program and make the schedule available to the bidders during the Bid and Award Phase of the Projects.
- Develop an estimate of the overall project and construction cost for each portion of the Program that will be submitted for proposals or bids by potential contractor.
- Provide value engineering studies on major construction components.

Bid and Award Phase Program Management:

- Lead effort in developing lists of possible proposers or bidders and in prequalifying proposers or bidders. This service shall include preparation and distribution of questionnaires; receiving and analyzing completed questionnaires; interviewing possible proposers or bidders, bonding agents and financial institutions; and preparing recommendations for City of Vestavia Hills. Program Manager shall prepare a list of proposers or bidders for each bid package.
- Conduct a campaign to increase interest among proposers or qualified bidders.
- Assist architect and City of Vestavia Hills in preparing and placing notices and advertisements to solicit proposals or bids for all projects within the Program.
- Lead and conduct all Pre-Bid Conferences. These conferences shall be forums for City of Vestavia Hills, Program Manager, and Designer to explain the Program requirements to the proposers or bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, City of Vestavia Hills's administrative requirements and technical information.
- Develop and coordinate procedures to provide answers to proposers' or bidders' questions.
- Review Addenda issued by designers for constructability, for effect on the budget, scheduling and time of construction, and for clarity and coordination in documentation.

- In coordination with the City of Vestavia Hills, lead the process of the assembly, delivery and execution of the Contract Documents. Program Manager shall issue to Prime Contractor on behalf of City of Vestavia Hills the Notice of Award and the Notice to Proceed.
- Overall management of the master schedule during the bid and award phase.
- Prepare an estimate of costs for all Addenda
- Provide a thorough evaluation of all the bids for responsiveness and pricing, including alternate bid prices and unit prices, and make a recommendation to City of Vestavia Hills regarding the award of the construction contract.
- Develop Cash Flow Reports during the Bid and Award Phase. The Reports shall be based on actual contract award prices and estimated other construction costs for the duration of the Program.

Phase Three Scope (Anticipated Time Frame: 24 months)

Construction Phase

Goal: The goal of phase three is for the program manager to serve as the City's representative to ensure the various projects get constructed in an efficient and efficient manner (on time and in budget). Particular emphasis and leadership should be given by the program management firm in adhering to the entire program budget for all projects including hard and soft costs of construction.

Construction Phase Program Management:

- Lead a Pre-Construction Conference with each Prime Contractor and review the Program/ Project staffing, scheduling reporting procedures, rules, and all other pertinent issues.
- Verify that the required permits, bonds, and insurance, have been obtained by contractor.
- Establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As City of Vestavia Hills's representative, Program Manager shall be the party to whom all such information shall be submitted.
- Examine Contractor's requests for information, shop drawings, samples, and other submittals to determine the anticipated effect on the Program requirements, the Budget, and the Master Schedule.
- Program manager is to lead meetings at the appropriate sites with each contractor, and as appropriate shall conduct coordination meetings with contractors, City of Vestavia Hills

and Designers.

- Program manager is to prepare and distribute meeting minutes for all meetings associated with the projects and distributing them to all the appropriate parties.
- Coordinate all technical inspection and testing provided by others and distribute all inspection and testing reports to appropriate parties.
- Establish and implement a change order control system.
- Review the contents of all contractor-requested changes to the Contract Time or Price, endeavor to determine the root cause of the request, and assemble and evaluate information concerning the request. Make recommendations to City of Vestavia Hills regarding all proposed change orders. At City of Vestavia Hills direction, Program Manager is to prepare and issue to Prime Contractor appropriate change order documents.
- Establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the City of Vestavia Hills against Work by Contractors that does not conform to the requirements of the Contract Documents.
- Require and coordinate with each contractor that will perform work at the sites to prepare and submit a safety program, as required by the Contract Documents.
- Coordinate with contractors to receive operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Program.
- In consultation with Designer, Program manager will, prior to issuing a Certificate of Substantial Completion, prepare a list of incomplete work or work which does not conform to the requirements of the Contract Documents.
- As appropriate, Program manager, in consultation with Designer, shall review the work and recommend to City of Vestavia Hills when the contractor's work is substantially complete.
- In consultation with Designer, Program Manager shall determine when the Program and contractor's work is finally completed, shall Issue a Certificate of Final Completion and shall provide to City of Vestavia Hills a written recommendation regarding payment to Contractors.
- Provide a thorough review of all contractor's construction schedules and shall verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the master schedule.
- At a minimum, on a monthly basis, review the progress of construction schedule by each contractor, evaluate the percentage complete of each construction activity and shall review such percentages with each contractor.

- Work with contractors to determine a schedule of values for the construction contract. The schedule of values will serve as the basis for the allocation of the total contract price to the activities shown on contractor's construction schedule.
- Advise City of Vestavia Hills as to the effect on the Budget of all proposed and approved change orders.
- Review the payment applications submitted by the contractors and determine whether the amount requested reflects the progress of contractor's work.

Post-Construction Phase Program Management:

- Coordinate and expedite submittals of information from contractors for preparation of record ("as-built") drawings and specifications. Provide all final copies to the City of Vestavia Hills.
- Prior to the Final Completion of the Program, compile manufacturers' operations and maintenance manuals, warranties and guarantees, and certificates, and index and bind such documents in an organized manner. This information shall then be provided to City of Vestavia Hills.
- Represent the City of Vestavia Hills in obtaining an Occupancy Permit by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Program.
- Work with all project partners during the Post-Construction Phase and finalize all program related change orders.
- Work with City of Vestavia Hills to manage warranty issues for a twelve month period post-construction of each project

Overall Program Management

- Provide overall management of the program master schedule and budget throughout all phases.
- Monthly reports inclusive of schedule, program costs, budget updates, cash flow reports, important items of action, and an overall report of general progress on the overall program.
- Provide recommendations on computer project management software system that is utilized by the City of Vestavia Hills, contractors, designers, and program manager to coordinate all program documentation and communication. Include cost of such program in proposal.
- Throughout the program provide accounting support to record and document all program related costs and provide monthly reports to City of Vestavia Hills. At the conclusion of the program, prepare and deliver to the City of Vestavia Hills a final accounting report for the program.

- Provide and maintain a management team for all projects within the Program and provide preconstruction and program management services as an agent of City of Vestavia Hills and establish and implement coordination and communication procedures among all parties. Management team, at a minimum, shall include staffing that will include preconstruction and project management professionals as well as field management during the construction phase to monitor daily field inspections and observation of contractor's progress, quality, and safety.
- Provide personnel that will represent and support the City of Vestavia Hills in all public work session, City Council meetings, and any other meetings required by the city, as it relates to The Community Spaces Plan.

Scope of Services

Please limit your response to ten (10) pages or less; exclusive of transmittal letters or appendices.

Responses should be arranged in the following format:

1. Transmittal letter.
2. Staffing and General Information. Please provide firm information, including the name and address of your firm, address and telephone number for the firm's primary office responding to the RFP. Please provide an overview of staff that will be working with the City to include project leader, staffing approach/reasoning, and amount of staff dedicated to each phase of the project.
3. E-Verify Memorandum of Understanding. To be eligible as a vendor for the City of Vestavia Hills, the E-Verify MOU is required as documentation of compliance with the Beason-Hammon Taxpayer Relief and Citizen Protection Act.
4. Alabama Experience/ Presence. Please provide an overview of your firm's Alabama experience over the last five years, highlighting capital project management experience for Alabama local governments during this period.
5. Project Management. Discuss your firm's approach to managing a \$50mm project that is estimated to take multiple years to finish. Address any savings, scheduling or quality issues that your firm will be able to enhance through the different phases of the project along with how your firm will manage to bring it in on time and at or below budget.
6. Conflicts of Interest. Describe any conflicts of interest or potential conflicts of interest that may arise as a result of your firm being hired.
7. References. Provide three references for the day-to-day contact(s) assigned to the City's projects.
8. Fees/compensation. The City reserves the right to negotiate compensation at or below any amount set forth in the proposal. Enclosed are outlines of the minimum requirements for the scope of services according to project phase. With said scope in mind, please list your firm's proposed fees/compensation by phase according to the following:

- a. **Phase One and Two Scope**. Establish a detailed budget of fees to include an amount of the fee that will not exceed a stated budget figure with any stipulations to said fee.
 - b. **Phase Three Scope**. Establish a fee budget based upon a projected program budget of \$50mm subject to a minimum/maximum range of fees based upon said construction budget subject to adjustment upon final contract construction values.
 - c. The City of Vestavia Hills reserves the right to adjust the Phase Three budget at the completion of Phase One and/or Two.
9. **Selection Criteria**: Proposals will be reviewed by evaluators made up of elected and non-elected officials of the City of Vestavia Hills. The evaluation process may include interviews and will be evaluated based upon (but not be limited to) experience, responsiveness to the RFP, cost, knowledge of the project areas and building climate in Vestavia Hills, and specific personnel assigned to the project. Ultimately, the Vestavia Hills City Council will be the decision maker for any program management contract.