

ORDINANCE NUMBER 3218

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ACCEPT A SCOPE AND FEE PROPOSAL FROM RENTA LAND DESIGN FOR SCHEMATIC DESIGN OPTIONS OF A VETERAN'S MEMORIAL AT ALTADENA VALLEY PARK

WHEREAS, the Mayor and City Council are desirous of locating a Veteran's Memorial at the Altadena Valley Park ("the Park"); and

WHEREAS, in order to explore the viability of locating such a memorial at the Park, schematic designs are needed to determine the scope, cost, etc., of said project; and

WHEREAS, Renta Land Design has submitted a proposal of professional services ("the Proposal") in order to provide schematic design services, design development documents, construction documents and construction administration to develop a plan and construction documents associated with a Veteran's Memorial, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3218 as if written fully there; and

WHEREAS, the schematic design options will be presented to the City Council for consideration and input at a later date; and

WHEREAS, following approval of a design, construction estimates and funding plans will be developed. This project will require a competitive bid process in its execution with ultimate implementation consideration of the City Council taking place in the potential award of the bid; and

WHEREAS, given the early identification of funding partners for project construction purposes and the collective strategic support of the City Council, it is recommended to move forward with establishment of a firm vision for the memorial as the City of Vestavia Hills does not currently have such a place of honor for those individuals who provided the ultimate sacrifice for our country; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the Proposal as presented.

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

1. The Mayor and City Manager are hereby authorized to execute and accept the scope and fee proposal as detailed in the attached Exhibit A at an amount not to exceed \$17,050.00; and
2. The funding for said fees shall be expensed from the City's Capital Funds Budget; and
3. This Ordinance Number 3218 shall become effective immediately upon approval following posting/publishing as required by Alabama law.

ADOPTED and APPROVED this the 22nd day of April, 2024.

Ashley C. Curry

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance number 3218 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of April, 2024 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the ~~23rd~~ day of ~~April~~, 2006.

Rebecca Leavings

Rebecca Leavings
City Clerk

April 1, 2024



Jeff Downes
City Manager, City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
jdownes@vhal.org 205.978.0195

RE: Altadena Valley Park Veterans Memorial - Landscape and Hardscape Design; Vestavia Hills, AL (VEST-2401)

Dear Jeff,

Thank you for the opportunity to present this proposal. This agreement is by and between Renta Urban Land Design (RULD) and the City of Vestavia Hills, AL. (Client). RULD will provide professional Master Planning, Hardscape Design, and Landscape design services for the proposed Veterans Memorial addition to Altadena Valley Park to comply with City and other governing bodies' regulations and guidelines.

SCOPE OF SERVICES

It is our understanding we are to assist you, the City Staff, and the Park and Recreation Board in designing a new Veterans Memorial to be located at Altadena Valley Park at the northern entrance as previously discussed.

Upon signed approval of this proposal and receipt of appropriate civil engineering and architectural drawings from Client, RULD will provide contract documentation, including plans and specifications for aspects of the project to include the following scope items:

- Hardscape and Landscape design for monument meeting all building and ADA codes and ordinances.
- Supplemental exhibits as requested, to include park/neighborhood connectivity illustrations and a conceptual landscape plan.
- Development of finished grading adjacent to monument and accessible connections to newly created paths.
- Landscape planting plans, schedules, details, and specifications.
- Irrigation plans, details, and specifications.

PROCEDURE

SCHEMATIC DESIGN

RULD agrees to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by the Client. Additionally, RULD will:

- Assist in the revision of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Develop an overall Landscape Plan indicating proposed landscape, amenities and irrigation for vehicular entrances and parking fields to meet the requirements.
- Collaborate on the development of the hardscape elements and elevations of the entire project, indicating proposed hardscape features such as site walls, paving, site lighting, and site furnishings.
- Collaborate with other consultants (i.e. civil engineer, lighting).

**Two meetings are included in this phase.*

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, RULD will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Layout Plan as necessary.
- Prepare Design Development Drawings of the site landscape and irrigation plans indicating the final design for the client and any necessary submittals for approval.
- Prepare elevations, sections and details indicating the final hardscape design for the site.
- Assist in the preparation and updating of the design budget estimate.
- Material selection.
- Provide amenity selection (i.e. planters, benches).
- Develop Irrigation Limits/sleeving Plan.

**Two design meetings for review are included in this phase.*

CONSTRUCTION DOCUMENTS

Based on your approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, RULD agrees to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all information necessary for installation of the work, including the following:

- Demolition plan.
- Sediment control plan.
- Hardscape plans, details, and specifications adjacent to all areas, to include detailed information specifying layout of paving patterns, landscape planter locations, exterior furniture specifications and locations, and layout of other appropriate amenities. All site lighting plans by RULD are incidental and used for material selection and location purposes only. All photometrics and circuitry to be designed by others with coordination with RULD. Parking lot and street lighting for pedestrian and vehicular safety to be designed by others.
- Plans, details and dimensions necessary for the layout of all landscape improvements.
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.).

- The exact quantity, location, and spacing of all plant material.
- Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work.
- Provide final cost estimates.
- A complete irrigation limits/sleeving plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our limits plan for approval ourselves.
- Coordinate with Architects, Civil Engineers, Lighting and signage if necessary.
**Two meetings for final design approval and coordination are included in this phase.*

CONSTRUCTION ADMINISTRATION

RULD will perform the following construction administration activities:

- Attend pre-bid conference, assist in the solicitation of bids and the selection of contractors, and assist with the analysis of bids and preparation and award of contracts.
- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review and approve Contractor's submittals, which include shop drawings, product data and samples.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct 4 (four) site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punchlist of incomplete work. On the basis of its observations while at the site, RULD will keep Client informed of the progress of construction. RULD may recommend to Client the rejection of work failing to conform to the contract documents.
- Conduct one final site observation to confirm completion of punchlist items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

EXCLUSIONS TO SCOPE OF SERVICES

Client will provide the following information or services as required for performance of the work. RULD assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should RULD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as extra services.

- A. Soils testing and/or engineering.
- B. Site survey and/or as-built drawings.

- C. Sediment control plans.
- D. Electrical plans associated with site lighting and lighting at buildings.
- E. Design and bidding of restroom facility.

FEES AND TERMS

Based on the scope of services described above we anticipate the process to take 6-8 weeks from acquisition of base information from Client. **Services described above shall be provided for the sum(s) listed below** in accordance with the terms and conditions in Appendix "A" attached hereto and which is incorporated and made part of this Agreement by reference. The specified construction documents are included in this amount.

Schematic Design Services (15%):	\$ 2,557.50
Design Development Documents (25%):	\$ 4,262.50
Construction Documents (45%):	\$ 7,672.50
Construction Administration (15%):	\$ 2,557.50
TOTAL:	\$ 17,050.00

If exclusions from above are to be added, RULD will provide the engineering and/or design services at the fee obtained by the subconsultants plus 10%.

Reimbursable Expenses will be billed as identified in Appendix A.

This proposal is good for 30 days from date above.

I would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

Tony Rent, ASLA
Renta Urban Land Design, LLC

Accepted: Jeff Downes
City of Vestavia Hills, AL

By: _____

Date: _____

Appendix "A"

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES:

Personnel time for additional services covered under this contract will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Architect Rate Schedule

- Senior Principal \$ 185.00 per hour
- Principal \$ 165.00 per hour
- Senior Landscape Architect \$ 150.00 per hour
- Landscape Architect/Project Manager \$ 125.00 per hour
- Designer II \$ 105.00 per hour
- Designer I \$ 85.00 per hour
- Administrative \$ 65.00 per hour

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent (15%). These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel - (Vehicle Travel will be reimbursed at 1.2 times federal rate)

Payment

Services rendered in accordance with this proposal and contract for services will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Consultant may, without legal consequences, suspend services until payment is received.

A late fee of 1.5% per month will be charged to the client for invoiced amounts not received within 60 days of Client's receipt of invoice. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the invoice.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement.

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

WITNESSETH THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Agreement”), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (“City”) and _____ (“Engineer”).

WITNESSETH THESE RECITALS:

WHEREAS, the City is planning to make public improvements by _____

_____ (“project”), which is a public works project within the meaning of Alabama law set forth at Title 39-2-1(6), *Code of Alabama, 1975*; and

WHEREAS, Alabama law at Title 34-11-10, *Code of Alabama, 1975*, provides as follows:

“§34-11-10. **Public works.** A state, county or local government agency or authority, or an official or employee thereof, may not engage in the practice of engineering or land surveying involving either public or private property without the project being under the responsible charge of a professional engineer for engineering projects or a professional land surveyor for land surveying projects as provided for the practice of the respective professions by this chapter; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00.”; and

WHEREAS, municipalities may employ engineers, architects and superintendents of construction without advertising for competitive bids by virtue of Title 41-16-51(a)(3), *Code of Alabama, 1975*; and

WHEREAS, _____ (“Engineer”) is willing to perform professional engineering services pursuant to the terms, provisions and conditions of this Agreement; and

WHEREAS, the City and Engineer have negotiated the terms, provisions and conditions of this Agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Engineer mutually agree as follows:

I. SCOPE OF THE WORK

The Engineer shall perform and complete the following engineering services for the City:

II. CONTRACT AMOUNT

The City shall pay to the Engineer for the faithful performance of this Contract and the completion of the work described in section I above in the amount of _____ Dollars (\$_____) as the Contract amount.

III. PAYMENT OF CONTRACT AMOUNT

The City shall pay to the Engineer the contract amount in full upon completion of the work described in section I hereof.

IV. CONTRACT TIME

The contract time shall be _____ (_____) days.

A. The work shall commence on _____, 202__; provided, however, that the work shall not be commenced by Engineer until after the Engineer has delivered to the City the certificates of insurance policy coverages described in section VI and section VII of this contract.

B. The work shall be completed on or before _____, 202__.

V. INDEMNIFICATION

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and other elected public officials and employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work done by Engineer (losses) to the extent caused by faulty, negligent or defective design and/or other related services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Engineer, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification

shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

VI. INSURANCE

The Engineer shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Engineer qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:

- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Contract) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

	<u>Coverage</u>	<u>Limit</u>
(a)	General Aggregate	\$2,000,000.00 per project
(b)	Products, Completed Operations Aggregate	\$2,000,000 per project
(c)	Personal and Advertising Injury	\$1,000,000 per occurrence
(d)	Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per project aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

(a) \$5,000,000 per occurrence

(b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

(b) The policy must be on an "occurrence" basis.

E. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS): Professional liability (errors & omissions) insurance shall be carried in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. This coverage shall be carried for two (2) years after the last Date of Substantial Completion of the Construction Contract.

VII. ADDITIONAL INSUREDS

The Engineer shall cause all of the insurance policy coverages described in Section IX of the Contract above (except for the Worker's Compensation and Professional Liability (errors & omissions) coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Engineer's negligent acts or omissions during the Engineer's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

April 22, 2024

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc: Jamie Lee, Parks and Leisure Services Director
Lori Beth Kearley, Public Services Director

RE: Ordinance Number 3218 - An Ordinance authorizing the City Manager and Mayor to execute a professional service contract for the design of a Veteran's Memorial to be located at Altadena Valley Park and provide a supplemental appropriation for funding of said contract

Background:

As supported by the City Council's strategic plan, a scope and fee proposal has been received from Renta Land Design for the purpose of schematic design services, design development documents, construction documents and construction administration to develop a plan and construction documents associated with a Veteran's Memorial to be located at Altadena Valley Park. The schematic design options will be presented to the City Council for consideration and input. After approval of a design, construction estimates and funding plans will be developed. This project will require a competitive bid process in its execution with ultimate implementation consideration of the City Council taking place in the potential award of the bid.

Recommendation:

Given the early identification of funding partners for project construction purposes and the collective strategic support of the City Council, it is recommended to move forward with the establishment of a firm vision for the memorial as the City of Vestavia Hills does not currently have such a place of honor for those individuals who provided the ultimate sacrifice for our country.

Fiscal Impact:

The fee proposal from Renta Land Design is \$17,050.00 with the possibility of third party consultant expenses as referenced in the proposal. The expense associated with this project will require a supplemental appropriation from the City Council as it is not a budgeted item. The funding should be derived from the City Capital Projects Fund (Fund 20) and should grant the authority to fund the entire scope of work in the Renta proposal to include any required reimbursable expenses from subconsultants. The contract will utilize the City's standard form professional services agreement as approved by its City Attorney.

Attachments:

1. Ordinance 3218
2. Renta Scope and Fee Proposal 4-2024
3. FORM CONTRACT for Professional Engineering Services

whole or in part by the Engineer's negligent acts or omissions during the Engineer's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis; and

F. **CERTIFICATES OF INSURANCE POLICY COVERAGES:** The Engineer shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section VI and section VII of this Contract are in full force and effect. Delivery of said certificates by the Engineer to the City shall be made prior to the commencement of the work by the Engineer. In other words, Engineer shall not begin work unless and until the Engineer has delivered the insurance certificates to the City.

VIII. INDEPENDENT CONTRACTOR

The Engineer is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Engineer is the servant, agent or employee of the City.

IX. ASSIGNMENT

This contract shall not be assignable by the Engineer in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City Council of the City of Vestavia Hills, Alabama.

X. PERMITS, LAWS, CODES AND ORDINANCES

The Engineer shall give all notices required by and comply with all applicable laws, ordinances and codes of the local, state and federal governments.

XI. COMPLIANCE WITH APPLICABLE LAWS

Engineer shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Engineer, including specifically Ordinance Number 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

XII. PROTECTION OF UNDERGROUND UTILITIES

Engineer shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Engineer damages any utility equipment or apparatus during the performance of the work, then in such event the Engineer shall be solely liable for the repair or payment of repair for said damages.

XIII. IMMIGRATION LAW

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.

XIV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Engineer represents and warrants that it is not currently engaged in, and 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.

XV. MISCELLANEOUS:

A. NON WAIVER: The failure of the City (Owner) to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

D. GOVERNING LAW: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. CONSTRUCTION OF TERMS: Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

G. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Engineer and their heirs, successors and assigns.

I. SEVERABILITY: In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. ENTIRE AGREEMENT: This written contract contains the entire agreement between the City and the General Engineer.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama *insert identification of entity (i.e. corporation, LLC, etc.)*, have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on the date first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ENGINEER:
Insert name of company _____

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Agreement for Professional Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the ____ day of _____, 202__.

Notary Public

My Commission Expires:

SEAL



CITY OF VESTAVIA HILLS

INTER-DEPARTMENT MEMO

April 22, 2024

To: Jeff Downes, City Manager

From:

Cc:

RE: Citizens Comments

Background:

Recommendation:

Fiscal Impact:

Attachments:

None