

RESOLUTION NUMBER 6725-22

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SCHOEL ENGINEERING.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor or the Mayor's designee is hereby authorized to execute an agreement with Schoel Engineering, and any and all documents necessary for the execution of said agreement.

ADOPTED on this the 6th day of June, 2022.

APPROVED BY:

Curt Posey, Council Pro-Tem

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

Agreement for Consulting Services

City of Hoover Floodplain Management Program Consultation

June 1, 2022

This **AGREEMENT**, entered into by and between **The City of Hoover, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services for the period from June 1, 2022 through September 30, 2022 associated with managing the City's Floodplain Management Program and developing and implementing a flood mitigation grant program. In addition, the Consultant will map out a Floodplain Management Program and develop processes and systems to more effectively facilitate compliance with FEMA National Flood Insurance Program (NFIP), the City's floodplain regulations, and the FEMA Community Rating System (CRS) program.

PROJECT OVERVIEW

As a participant in the FEMA NFIP, the City of Hoover must comply with minimum requirements set forth by FEMA such as adoption and enforcement of floodplain regulations for development activities within the FEMA Special Flood Hazard Area (SFHA). The City's Floodplain Management Program is comprised of several program elements or activities that involve staff from several departments. Schoel has been tasked with overseeing the City's Floodplain Management Program including developing processes and management structure to facilitate compliance more effectively with FEMA NFIP, the City's floodplain regulations, and the FEMA CRS program. The City is interested in adding a flood mitigation grant program element to the City's Floodplain Management Program. The intent is to help facilitate grant funding for FEMA Hazard Mitigation Assistance (HMA) eligible projects within the City of Hoover. The detailed scope of work is below ("Scope of Work" or "Scope of Services").

PROPOSED SCOPE & SERVICES

1. FLOODPLAIN MANAGEMENT PROGRAM CONSULTATION

The Consultant will provide support services to the City of Hoover to manage the City's Floodplain Management Program and facilitate compliance with FEMA and the City's floodplain regulations for development activities within the City. These services include review of all Elevation Certificates and FEMA Letter of Map Change (LOMC) submittals for compliance with the FEMA regulations and the City's flood ordinance. The consultant will also provide support services for floodplain management program oversight and implementing Community Rating System (CRS) activities.

The Consultant will provide a staff member to be located in-house (Hoover Public Safety Building) for 8-hours per week from June 1, 2022 through September 30, 2022 (18 weeks) to assist with program compliance, CRS activities, and assessment of the current program. The Consultant will conduct an in-depth review of the current Floodplain Management Program elements or activities and staff responsibilities to map out the program. This will be used to improve program organization, identify inefficiencies or improvements, and assign responsibilities. The Consultant will prepare program documentation for distribution to associated staff that defines each program element, staff assignment and responsibilities, schedule, and recordkeeping requirements. Upon completion of the program documentation, the Consultant will review with staff and provide any training to develop an understanding of responsibilities and processes to implement program elements.

The final task included in the scope of work is the development of a flood mitigation grant program to help facilitate grant applications for FEMA HMA eligible projects within the City of Hoover. The Consultant will develop criteria to screen and identify eligible projects. Criteria will also be created to prioritize projects and select projects to pursue grant funding. The Consultant will develop processes and workflows for City staff to utilize from project screening through the application and funding steps. The Consultant will also provide support services to assist with staff training and preparation for FY2022 grant applications as requested by the City of Hoover.

This scope of work is for work to be performed from June 1, 2022 until September 30, 2022. The tasks included in this scope of work are listed below:



- Manage the City’s Floodplain Management Program
 - Review Elevation Certificates and FEMA LOMC submittals
 - Implement CRS activities and recordkeeping requirements
 - Provide technical assistance with regulatory questions related to development within the SFHA
- Floodplain Management Program Improvements
 - Review and map out current program
 - Develop systems and processes to improve program organization, program implementation, and staff training
 - Prepare program documentation that defines each program element, staff assignment and responsibilities, schedule, and recordkeeping requirements
- Develop a Flood Mitigation Grant Program
 - Create program objectives, roles, and responsibilities
 - Create project screening and prioritization criteria
 - Develop processes and workflows for staff implementing program
 - Assist with staff training and preparation for FY2022 grant applications

Scope of Work Hourly Estimate: \$ 44,315 (Billed according to attached Schedule of Unit Rates)
Estimated 266 total hours with 144 hours in-house

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon time and materials at the attached schedule of unit rates for an Hourly Estimate agreement. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice unless otherwise agreed to by the parties hereto, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2022

Senior Principal	\$ 275.00 per hour
Principal	\$ 200.00 per hour
Field Survey Party	\$ 185.00 per hour
Chief Land Surveyor/Assistant Director	\$ 175.00 per hour
Senior Project Manager	\$ 165.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 100.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 90.00 per hour
Administrative / Technical Support	\$ 70.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices for charges approved in advance by the Client and billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.



GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) To the fullest extent permitted by law, the Consultant shall, indemnify, and hold harmless the Client and its employees, agents, elected officials, and representatives (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 Scope of Work, provided that such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use, and (2) is caused in whole or in part by negligent act or omission of the Consultant, any subcontractor hired by Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part, or is alleged but not legally established to have been caused in part, by a party indemnified under this Agreement. This indemnification does not apply to the extent of the sole negligence of the Indemnitees. This indemnity shall only be applicable to the extent that the Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant and Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence or the negligence of others,
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for reasonable inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules. Consultant will obtain insurance coverage in the manner and amount as set forth herein. Consultant shall, upon execution of this Agreement, furnish to the Client certificates of all of the insurance required herein. Upon renewal thereof, Consultant shall provide the Client with certificates of renewal no later than thirty (30) days prior to the expiration of any such policy. Consultant shall be responsible for obtaining and administering insurance in connection with the work performed hereunder for Client to meet the following minimum limits:
 - a. Professional Liability. Consultant shall procure and maintain a professional liability policy (errors & omissions) in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 - b. Excess/Umbrella Liability. Consultant shall procure and maintain excess/umbrella liability coverage in the amount of \$4,000,000 per occurrence and aggregate. All excess/umbrella coverage shall cover over Professional Liability and Employer's Liability.
 - c. Workers' Compensation and Employer's Liability (Coverage B). Consultant shall procure and maintain as an Operating Expense workers' compensation insurance in such amounts as required

under Alabama state law for its employees. Employer's Liability insurance limits shall be at least:

- i. Each accident - \$1,000,000
- ii. Disease – each employee \$1,000,00
- iii. Disease – policy limit \$1,000,000

Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line. Nothing contained in these insurance requirements is to be construed as limiting the Consultant's responsibility for any and all damages resulting from operations under this Agreement. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and financial size rating of Class VII or larger.

- 7) The Client acknowledges that all reports, plans, documents, or other materials resulting from the Consultant's efforts, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional services and are intended solely for the purpose of this Agreement. Nevertheless, the final reports, plans, documents, or other materials prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. Any reuse or modifications made by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 8) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. The Client shall also have the right to terminate this Agreement for any reason or no reason and without cause upon giving at least forty-eight hours' notice to Consultant. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 9) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 10) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 11) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 12) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 13) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.
- 14) By signing this agreement, Consultant affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within

the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Schoel Engineering Company, Inc.

Signature: _____

Name: William R. Thomas

Title: Senior Project Manager

Date: June 1, 2022

ACCEPTED:

Client: The City of Hoover, Alabama

Signature: _____

Name: _____

Title: _____

Date: _____

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

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

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

Email Address: _____

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

Invoice Delivery Method: Mail, Email, Other _____