

Professional Services Agreement

Agreement made the 3rd day of October 2023
between

LaBella Associates, D.P.C.
("LaBella")

and

Baldwin County, Alabama, by
and through the Baldwin
County Commission ("Client")

for services related to the following Project:

Baldwin County Foley Satellite Courthouse
Ventilation Improvements Foley, AL
("Project")

WHEREAS, the Client has received American Rescue Plan Act State and Local Fiscal Recover Funds ("ARPA funds") and is charged with ensuring such funds are expended in accordance with state and federal law; and

WHEREAS, the Final Rule issued by the U.S. Department of Treasury on Jan. 6, 2022, provides that improvements to mechanical systems in public facilities, including ventilation and touchless plumbing systems, to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

WHEREAS, the Client has also contracted with the Association of County Commissions of Alabama, through its Investing in Alabama Counties program ("IAC"), to provide technical and administrative services related to the administration of the Client's ARPA funds; and

WHEREAS, for the benefit of the counties within the IAC program, IAC issued a request for proposal process seeking to pre-qualify architects and/or engineers to perform design services and facilitate the obtaining of quotes to support eligible projects consistent with state law and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"); and

WHEREAS, LaBella submitted a proposal and was included on IAC's prequalified list; and

WHEREAS, the Client has reviewed the proposal and quote submitted by LaBella and wishes to contract with LaBella to provide full architectural and engineering services for the Project.

In light of the foregoing, LaBella and Client hereby agree as follows:

1. Scope of Work: LaBella shall provide full architectural and design services to support the Project as more specifically set forth herein in accordance with the terms and conditions of

this Agreement.

- a. The Project consists of an HVAC renovation to the Baldwin County Foley Satellite Courthouse. It is expected that the Project will provide upgrades to existing facility air handling equipment, air filtration and cleaning systems, and building control systems to improve building ventilation consistent with the guidelines and recommendations issued by the Centers for Disease Control and ASHRAE standards as it relates to the prevention or mitigation of the spread of COVID-19. More detail relating to this project is included in the March 27, 2023, assessment report provided by IAC, which is included as Exhibit A.
 - b. In support of the Project, as part of the Basic Fee as defined in Section 7, LaBella will provide the following:
 - i. LaBella will visit the building to assess the existing building HVAC conditions.
 - ii. Based upon this assessment, LaBella will provide recommendations to Client on how to proceed, which is likely to include a recommendation for the renovation or replacement of existing mechanical equipment. Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.
 - iii. Following review and approval by Client, LaBella will prepare completed construction documents to be used for Jurisdictional Approvals, Permitting, General Contractor pricing, and Construction.
 - iv. LaBella will prepare bid documents, advertise, and facilitate bid evaluations consistent with the Public Works Law, codified as Title 39 of the Code of Alabama (1975), and Uniform Guidance, codified as 2 C.F.R. Part 200.
 - v. LaBella will review shop drawings and respond to contractor requests for information.
 - vi. Periodically, LaBella will provide on-site follow-up and reporting and progress reports to the Client.
 - c. In support of the Project, the Parties recognize that certain additional services or expenses may be needed. LaBella may, with express, prior written permission from the Client setting out an agreed upon reasonable fee, provide such services or expenses including, but not limited to, the following:
 - i. Construction cost estimates, except those cost estimates accompanying recommendations that materially differ from the scope of the project as listed in Section (1)(a) of this Agreement as part of the recommendation provided pursuant to Section 1(b);
 - ii. Document printing;
 - iii. Travel, provided that travel expenses must be limited to expenses provided for by Client's policies for employees; and
 - iv. Project-related mailings or advertisement costs.
2. LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.
 3. LaBella shall not at any time supervise, direct, control, or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the

furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

4. Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses, and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.
5. Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying, and maintaining the Project or to utilize any provided documents in the preparation of future unrelated projects in the building in which the Project is located. Any other reuse or modification of any documents by Client for this Project without LaBella's written permission shall be at Client's sole risk, and Client agrees to indemnify and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
6. Certified Documents: Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents. A hard copy shall be provided to the Client following payment as provided in this Agreement.
 - a. During the course of the Agreement, to facilitate the review and approval process, it is expressly understood that drawings and other documents will be provided in .pdf format and will be generated in Revit/AutoCAD.
 - b. Following payment by Client, LaBella shall provide a hardcopy of documents that are signed and sealed by a licensed professional employed by LaBella.
7. Compensation for Services: Client shall compensate LaBella for under this Agreement an amount not-to-exceed \$249,999.99. This total not-to-exceed amount consists of a Basic Fee, for services rendered pursuant to Section 1(b) of this Agreement, and Additional Fee Costs for services and expenses rendered pursuant to Section 1(c) of this Agreement.

- a. The Basic Fee will be a flat rate that coordinates with the final construction costs of the project, as provided in the quote from LaBella, which is adopted and incorporated as Exhibit B (i.e., Price Sheet).
 - i. LaBella shall submit invoices for Basic Fee services on a monthly basis that reflect the percentage of the project complete, and total the flat rate fee of \$105,650.00 fee for costs of services, as determined by applying the appropriate percentage (7.1%) from the Schedule of Basic Fee Rates included in LaBella's quote (Exhibit B) and the opinion of probable construction cost (\$1,488,000) from the building assessment report provided to LaBella (Exhibit A).
 - ii. In the event the Total Construction Costs are determined to fit into another category following a competitive bidding process, the Parties will adjust the monthly rate to reflect the appropriate Final Basic Fee based upon Exhibit B.
 - iii. If the Project reaches completion before the end of the initial term, LaBella may invoice the Client for the difference between payments already rendered and the Final Basic Fee.
 - b. Additional Fee Costs shall be approved in writing prior to engaging in the additional service or incurring costs relating to an expense as provided in section. Client shall not be responsible for costs that have not received prior approval. Invoices for Additional Fee Costs shall be submitted in a separate invoice no more than monthly
 - c. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
 - d. Late Fees, Costs, and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees, relating to costs recovered through such suit. Nothing herein shall be deemed as a waiver by Client to defend any such suit or any right or defense it may have against any such action.
8. Term: The term of this Agreement shall commence on October 3, 2023, and shall end on October 3, 2024. If the Project is not complete by the end of the term, the Parties may renew this contract under the same terms and conditions.

9. Notice: Notice shall be provided in writing by certified mail, return receipt requested, in order to be sufficient under this Agreement. Notices shall be made to the following:

For the Client: Roger H. Rendleman, County Administrator Baldwin County Administration Building County Commission Office 312 Courthouse Square, Suite 12 Bay Minette, AL 36507	For LaBella: Michael Grose, Regional Mechanical Discipline Leader 400 S Tryon St., Suite 1300 Charlotte, NC 28285
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10. Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.
11. Independent Contractor: The parties agree that each is an independent contractor of the other, and that neither party is acting as the agent of the other, except as directly relating to bid services, and that neither may bind the other to any third party.
12. Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the award of county contracts. Parties must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By entering this Agreement 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.
13. Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. LaBella must certify 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.
14. In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Supplier employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.
15. It is understood that the Project will be funded, in whole or in part, with ARPA funds. By signing this Agreement, LaBella certifies that it is not debarred or suspended from receiving federal funds, and that it is under a continuing obligation to provide notice to Client in the event that status changes. Additionally, the parties must comply with the terms and conditions of the Client's ARPA award, which is attached hereto as Exhibit C and adopted as if set forth herein. LaBella must also include these terms and conditions into any bid or contract documents for contractors on this

Project.

16. Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.
17. Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:
 - a. Comprehensive general liability (“CGL”) insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
 - b. Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
 - c. Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
 - d. Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
 - e. Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, automobile, and umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

18. Suspension: Either party may suspend this Project as provided in this Section:
 - a. Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension on a pro rata basis.
 - b. LaBella may suspend its performance by providing seven (7) days written notice under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials, and any other instruments of service prepared by LaBella for Client until all arrearages are paid in full. In this event, Client is responsible only for payment of work done prior to notice of the suspension. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.
19. Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice

and LaBella shall provide any associated instruments of services.

20. Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.
21. Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action, or proceeding. It is understood that Client is a governmental entity. Any such waiver applies only to the Client, defined as the County or the Commission. Nothing in this provision shall be construed to waive consent to personal jurisdiction against any individual.
22. Choice of Law: This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of law's provisions.
23. Consequential Damages: In any suit, action, or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages, except in the event that such damages result from findings of a federal single audit relating to this Project or if a delay caused by negligence, gross negligence, willful, or wanton action on behalf of LaBella or LaBella's consultant causes any expenditure of the Project to be incurred after December 31, 2026.
24. Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors, or omissions of LaBella, its employees, and its consultants in the performance of professional services under this Agreement.

Limitation on Liability: In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not the proceeds of any applicable insurance coverage or LaBella's total fee for services rendered on this Project, whichever is greater.

25. Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its

obligations under this Agreement or to compel the other party to perform its obligations hereunder.

26. Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.
27. Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics, other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
28. Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.
29. Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
30. Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LaBella Associates, D.P.C.

By: *[Signature]*

Name DANIEL R. HILL

Title SE REGIONAL ENGINEERING
MANAGER

Date: 10/12/2023

Baldwin County Commission

By: *[Signature]*

Name CHARLES F. GRUBER

Title Chairman

Date 10-24-23



[EXHIBIT A – ASSESSMENT REPORT]

ASSESSMENT REPORT

Investing in Alabama Counties

A program of the Association of County Commissions of Alabama



ACCA / IAC ARPA FUNDING APPLICATIONS

BALDWIN COUNTY FOLEY SATELLITE COURTHOUSE

FOLEY, ALABAMA

MARCH 27, 2023

JMR+H

Architecture, P C



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JMR+H

Architecture, PC



ASSESSMENT REPORT

Baldwin County Foley Satellite Courthouse

1.0 INTRODUCTION

1.1 Description

The building is located in Foley, Alabama. The primary HVAC system serving the building is a chilled water system. System has an air cooled chiller (approximately 80 tons), chilled water air handling units, and VAV boxes with electric heat. There are four chilled water air handling units that serve the building. Secondary system is split system DX units (approximately 80.5 tons).

The following equipment serves the building:

Chiller:

- The main chiller is an air cooled chiller
- The air cooled chiller is a Carrier Model 30RAP0805FB00110, Serial No. 1820Q90844, R-410A. Based on serial number, age of unit appears to be 2020.
- Unit capacity is approximately 80 tons.



Air Cooled Chiller

Chilled Water Pumps:

- Pumps are located in the mechanical room.
- System has two (2) chilled water pumps.
- Each pump is 7.5 HP.

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Chilled Water Pumps
CWP-1 and CWP-2

Air Handlers:

- There are four (4) chilled water air handlers.
- AHU-1 is a variable air volume York Model No. XTI-036X054-BAJA017A, Serial No. CDWMXT0243. Age is approximately 2010.
- AHU-2 is a variable air volume York Model No. XTI-051X075-BALA017A, Serial No. CDWM XT0256. Age is approximately 2010.
- BCU-1A is a chilled water blower coil unit and is a JCI Model No. AVI Size 30 (2 hp fan), Serial No. AHJ100318-07. Age is 2010 based on nameplate data.
- BCU-2A is a chilled water blower coil unit and is a JCI Model No. AVI Size 30 (2 hp fan), Serial No. AHJ100318-07. Age is 2010 based on nameplate data.

ASSESSMENT REPORT



AHU-1



AHU-2

ASSESSMENT REPORT



BCU-1A



BCU-2A

Air Terminals:

- VAVs have electric heat.
- There are approximately eight (8) VAV Boxes associated with air handler AHU-1.
- There are approximately fourteen (14) VAV Boxes associated with air handler AHU-2.

Split System DX Units:

The following split systems serve the building:

ASSESSMENT REPORT

UNIT	NOM. SIZE (TONS)	UNIT MFG	OUTDOOR MODEL #	SYSTEM AGE (OUTDOOR/ INDOOR)	INDOOR MODEL #	OSA
231	2.5	YORK	TCGD30	2009/2008	AHP30B3XH21A	NONE
232	3.5	TRANE	TWR042	1996 / 1996	TWE042P130A0	NONE
233	7.5	TRANE	TWA090	1996 / 1996	TWE090A300BB	YES
234	5	TRANE	4TWB4061	2014/2021	A4AH4E60A1C30BA	YES
235	7.5	CARRIER	38AUQA08	2018 / 2018	40RUQA08A2A6	YES
236	7.5	TRANE	TWA090	2022/1996	TWE090A300BB	YES
237	1.5	PANASONIC	CU-E18NKUA	2015 /2015	CS-E18NKUA	NONE
238	3.5	TRANE	2TWB3042	2011/ 1996	TWE042P130A0	NONE
239	5	TRANE	4TWA3060	2009/ 2009	4TEC3F60B1000AA	NONE
240	2.5	TRANE	Not Legible	?/ 1996	TWE030P130A0	MANUAL
241	10	TRANE	TWA120	2021/2021	TWE12043AAA04A	YES
242	2.5	CARRIER	38YCC030	2001/ 2002	FB4ANF030	NONE
243	3	YORK	THJR36	2010 / 2009	AHP30B3XH21H	YES
244	3.5	TRANE	TWR042	1996 / 1996	TWE042P130A0	YES
245	3.5	TRANE	4TWR4042	2021/ 2021	TEM4A0C43M41SAA	YES
246	5	TRANE	4TWR4060	2023 / 2023	TEM4B0C60S51SAA	YES
247	5	PAYNE	PH13NA060-B	2008 / 2008	PF4MNA061	YES
248	2	SAMSUNG	UH070CAV1	2010 / 2010	MISSING	NONE
TOTAL	80.5					

- The following units utilize Refrigerant R-22: Units 232, 233, 238, 240, 242, and 244.
- The following units serve occupied areas and do not have code required outside air: 232 (Judge Office by RR), 238 (Probation Office and Hallway), 239, 242 (Safe Room)
- The majority of the outside air connections do not have motorized outside air dampers.

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Unit 231



Unit 231

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Unit 232



Unit 232

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Unit 233



Unit 233

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Unit 234



Unit 234

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Unit 235



Unit 236

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Unit 236



Unit 237

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Unit 237



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Unit 238



Unit 239

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Unit 239



Unit 240

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Unit 240



Unit 241

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Unit 241



Unit 242

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Unit 242



Unit 243

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Unit 243



Unit 244

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Unit 244



Unit 245

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Unit 245



Unit 246

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Unit 246



Unit 247

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Unit 247



Unit 248

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Unit 248

1.2 Assessment Process Overview

The assessment phase is a quality assurance / quality control process for verifying and documenting the existing conditions and identifying recommended improvement areas in accordance with IAC Funding Guidelines.

The assessment process is a systematic and cost effective process for documenting the current system.

2.0 IAC TEAM: ROLES & RESPONSIBILITIES

Role	Name	Company	Phone/Email
Prime A/E	Kevin Baughn	JMR+H Architecture	kbaughn@jmrha.com
Mechanical Engineer	Randall Whorton	Whorton Engineering	randy@whortoneng.com
Mechanical Engineer	Heather Page	Whorton Engineering	heather@whortoneng.com
Mechanical Engineer	Zach Butterworth	Whorton Engineering	zach@whortoneng.com

3.0 SITE INVESTIGATION

3.1 Outside Air and Building Pressure

1. The majority of the existing air handlers units had outside air. There were approximately four (4)

ASSESSMENT REPORT

- units that served occupied spaces that did not have outside air.
- Existing building was positive pressure at time of site visit.

3.2 Filtration

- Currently, chilled water air handling units have a 2" pleated filter and the DX units have a 1" pleated filter installed.



3.3 Air Cleaning

- The existing facility had no air cleaning other than standard unit filtration.

3.4 Controls

- The DX units had standard programmable thermostats. The chilled water air handling units were on a building automation system.

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4.0 RECOMMENDATIONS: The following recommendations are based on ASHRAE core recommendations, CDC core recommendations, the SLFRP - Fact Sheet - Final-508A.pdf, May 10, 2021, and the Frequently Asked Questions as of July 19, 2021 in relation to services and programs to contain and mitigate the spread of COVID-19, including: capital investments in public facilities to meet pandemic operations needs, ventilation improvements in key settings, and adaptations to public buildings to implement COVID-19 mitigation tactics.

4.1 Priority 1 - Outside Air and Building Pressure This recommendation is very dependent upon the capability of the existing HVAC equipment to not only bring the air through the equipment but to provide adequate cooling and moisture removal to prevent indoor mold and fungi.

1. Some of the existing air handling equipment (split system DX units) is at and/or past its ASHRAE estimated service life median years. Recommend upgrading unit and controls to include both temperature and humidity control. This includes Units 232, 233, 236, 238, 239, 240, 242, 243, 244, and 247.
2. Recommend complete test and balance for outside air system and exhaust to ensure building positive pressure.

4.2 Priority 2 - Filtration Adding additional air cleaning by improving filter efficiency improves the indoor air quality within the space. There are several ways to accomplish this. Recommendations include HEPA filters (best), MERV 13, or as high efficiency as can be accomplished within the existing HVAC equipment.

1. Recommend upgrading to MERV 13 filters. The existing chilled water units would accommodate this upgrade.
2. Recommend placing unit fans to "on" to increase space air change filtration.

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4.3 Priority 3 - Air Cleaning The ASHRAE / CDC Core recommendations both reference UV-C light technology for COVID-19 air cleaning improvements. UV-C lights kill airborne mold, bacteria, and many viruses resulting in improved indoor air quality. Additionally, consideration should be given to bi-polar ionization.

1. Recommend installing UV-C lights at the units to provide air cleaning in accordance with CDC and ASHRAE recommendations.

4.4 Priority 4 - Controls Building control systems can assist in achieving higher indoor air quality by monitoring outside air, environmental controls, etc.

1. Due to existing building automation system age, recommend upgrading actuators, valves, etc. and Recommend upgrading controls to allow for temperature and humidity control.
2. Recommend adding split system DX units to building automation system.

5.0 COST ESTIMATES:

BALDWIN COUNTY FOLEY SATELLITE COURTHOUSE			
ITEM DESCRIPTION	MULTIPLIER	COST PER MULTIPLIER	ITEM TOTAL
Priority 1 – Upgrade Older DX Systems	43.5	\$10,000	\$435,000
Priority 1 – Add Outside Air to Systems Serving Occupied Areas	4.0	\$15,000	\$60,000
Priority 1 - Add motorized and manual outside air dampers	18.0	\$10,000	\$180,000
Priority 1 – Add Dehumidifiers	18.0	\$10,000	\$180,000
Priority 1 - Test and Balance	1.0	\$35,000	\$35,000
Priority 2 - Filtration (included in Priority 1 above for new system)	22	\$500	\$11,000
Priority 3 - Air Cleaning (UV-C)	22.0	\$8,500	\$187,000
Priority 4 - Upgrade Controls (Actuators, valves, software, etc.)	1.0	\$400,000	\$400,000
TOTAL COST			\$ 1,488,000.00

PART 2 – SITE VISIT REPORT



**IAQ SURVEY - INVESTING IN ALABAMA COUNTIES, a
program of the Association of County Commissions of
Alabama**

PROJECT INFORMATION:

Site Visit Location	Foley, Alabama
Building	Satellite Courthouse
Building Type	Brick Veneer, Pitched & Flat Roofs
Site Visit Date	March 27, 2023
Site Visit Performed By	Zach Butterworth, P.E.; Eddie Smith

EXISTING CONDITIONS:

Existing Mechanical Units	Chiller system and split system DX units
Existing Age of Mechanical Systems	Varies
System Controls	Yes (Chilled Water System Units)
Do controls have remote access	Yes (Area with Chilled Water)
Are unit fans set to "on" in lieu of "auto"	No
Do units control by temperature and humidity	Temperature Only
Existing Filtration	1" Pleated on DX Units ; 2" Pleated on Chilled Water Units
Are existing HVAC units capable of higher filtration	Chilled Water Units are capable of MERV 13 filtration
Is there room in existing HVAC units for coil mounted UV-C	Some of the units have room for coil mounted UV-C
Code Required Outside Air	Most of the units have outside air connection
Does outside air to units have motorized dampers and/or manual dampers	There are a few manual dampers
Evaluate building pressure	Positive
Public Restrooms Faucets (Manual / Touchless)	Manual
Public Restrooms Flush Valves (Manual /Touchless)	Manual
Pictures	See Below

**IAQ SURVEY - INVESTING IN ALABAMA COUNTIES, a
program of the Association of County Commissions of
Alabama**

PHOTOS:



**IAQ SURVEY - INVESTING IN ALABAMA COUNTIES, a
program of the Association of County Commissions of
Alabama**



IAQ SURVEY - INVESTING IN ALABAMA COUNTIES, a program of the Association of County Commissions of Alabama



[EXHIBIT B – PRICE SHEET]

Attachment 2
SCHEDULE OF BASIC FEE RATES

COST OF THE WORK			FEE IN PERCENTAGE					IAC PROPOSED FEE				
			BUILDING GROUP					BUILDING GROUP				
			I	II	III	IV	V	I	II	III	IV	V
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0	\$8,000	\$9,000	\$10,000	\$11,000	\$12,000
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0	\$14,000	\$16,000	\$18,000	\$20,000	\$22,000
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0	\$18,000	\$21,000	\$24,000	\$27,000	\$30,000
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9	\$23,600	\$27,600	\$31,600	\$35,600	\$39,600
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8	\$29,000	\$34,000	\$39,000	\$44,000	\$49,000
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7	\$34,200	\$40,200	\$46,200	\$52,200	\$58,200
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6	\$39,200	\$46,200	\$53,200	\$60,200	\$67,200
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5	\$44,000	\$52,000	\$60,000	\$68,000	\$76,000
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4	\$48,600	\$57,600	\$66,600	\$75,600	\$84,600
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3	\$53,000	\$63,000	\$73,000	\$83,000	\$93,000
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2	\$65,000	\$77,500	\$90,000	\$102,500	\$115,000
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1	\$76,500	\$91,500	\$106,500	\$121,500	\$136,500
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0	\$87,500	\$105,000	\$122,500	\$140,000	\$157,500
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9	\$98,000	\$118,000	\$138,000	\$158,000	\$178,000
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8	\$120,000	\$145,000	\$170,000	\$195,000	\$220,000
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7	\$141,000	\$171,000	\$201,000	\$231,000	\$261,000
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6	\$161,000	\$196,000	\$231,000	\$266,000	\$301,000
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5	\$180,000	\$220,000	\$260,000	\$300,000	\$340,000
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4	\$220,000	\$270,000	\$320,000	\$370,000	\$420,000
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3	\$258,000	\$318,000	\$378,000	\$438,000	\$498,000
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2	\$336,000	\$416,000	\$496,000	\$576,000	\$656,000
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1	\$410,000	\$510,000	\$610,000	\$710,000	\$810,000
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0	\$480,000	\$600,000	\$720,000	\$840,000	\$960,000

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, cold storage facilities, exhibition halls, office buildings without tenant improvements, public markets, and service garages.

Group III: Classroom facilities, convention facilities, jail and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings. Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects.

Group IV: Auditoriums, art galleries, communications buildings, special schools, theaters, and similar facilities.

Group V: Specialized decorative buildings. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

EXHIBIT C – ARPA TERMS AND CONDITIONS

I. Legal Terms and Conditions Applicable to Contract

Architect/Engineer agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. Architect/Engineer shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may applicable to this contract may include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury, including exemptions relevant to the use of revenue replacement funds, as applicable.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
3. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
5. New Restrictions on Lobbying, 31 C.F.R. Part 21. Architect/Engineer must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C 1352.
6. Generally applicable federal environmental laws and regulations. Architect/Engineer must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Architect/Engineer agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Architect/Engineer understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment F.R. om participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, Architect/Engineer may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the County, Architect/Engineer, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Architect/Engineers shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), Architect/Engineer is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and Architect/Engineer should establish workplace safety policies to decrease accidents caused by distracted drivers.

II. Terms and Conditions related to contractors, mechanics, and laborers:

The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:

Contractor must agree to the terms and conditions included above.

Contractor must use strong labor standards, including payment of a competitive and prevailing wage in the County.

Contractor must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

Contractor should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and

(2) when a violation of clause (1) occurs, the Contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1 JAMES E. BALL
2 MATTHEW P. MCKENZIE
3 BILLIE JO UNDERWOOD
4 CHARLES F. GRUBER

September 17, 2024

LaBella Associates, D.P.C.
Attn: Mr. Michael Grose, Regional Mechanical Discipline Leader
400 S Tryon Street, Suite 1300
Charlotte, North Carolina 28285

RE: 90-Day Extension of Professional Services Agreement

Dear Mr. Grose:

Consistent with terms of the Professional Services Agreement made the 3rd day of October 2023, between LaBella Associates, D.P.C. and the Baldwin County Commission, please accept this correspondence as notice of the extension of the Professional Services Agreement with LaBella Associates, D.P.C. for architectural and design services related to the ventilation system improvements for the Foley Satellite Courthouse, for ninety (90) days, continuing from October 3, 2024, and ending on February 6, 2025, under the same terms and conditions as the existing executed Agreement.

We appreciate your consideration in this matter. If you need any additional information regarding this requested Agreement extension, please contact Brian L. Underwood, Grants Director, at (251) 937-0264.

Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/kmr Item CN4

cc: Roger H. Rendleman
Aislinn Stone
Christie Bezoari
Brian L. Underwood
Katrina Taylor
Wanda Gautney



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MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

January 28, 2025

Via Certified U.S. Mail (7012 0470 0000 1351 0533)

LaBella Associates, D.P.C.
ATTN: Mr. Michael Grose, Regional Mechanical Discipline Leader
400 S. Tryon Street, Suite 1300
Charlotte, North Carolina 28285

RE: Sixty-Day Extension of Professional Services Agreement

Dear Mr. Grose:

Consistent with terms of the Professional Services Agreement made the 3rd day of October 2023, between LaBella Associates, D.P.C. and the Baldwin County Commission, please accept this correspondence as notice of the extension of the Professional Services Agreement with LaBella Associates, D.P.C. for architectural and design services related to the ventilation system improvements for the Foley Satellite Courthouse, for sixty (60) days, continuing from February 6, 2025, and ending on April 7, 2025, under the same terms and conditions as the existing executed Agreement.

We appreciate your consideration in this matter. If you need any additional information regarding this requested Agreement extension, please contact Brian L. Underwood, Grants Director, at (251) 937-0264.

Sincerely,


MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/reb Item CN1

cc: Roger H. Rendleman
Aislinn Stone
Christie Davis
Brian L. Underwood
Katrina Taylor
Wanda Gautney



COUNTY COMMISSION

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MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

April 1, 2025

Via Certified U.S. Mail (7012 0470 0000 1351 0588)

LaBella Associates, D.P.C.
ATTN: Mr. Michael Grose, Regional Mechanical Discipline Leader
400 S Tryon Street, Suite 1300
Charlotte, North Carolina 28285

RE: Ninety-Day Extension of Professional Services Agreement

Dear Mr. Grose:

Consistent with terms of the Professional Services Agreement made the 3rd day of October 2023, between LaBella Associates, D.P.C. and the Baldwin County Commission, please accept this correspondence as notice of the extension of the Professional Services Agreement with LaBella Associates, D.P.C. for architectural and design services related to the ventilation system improvements for the Foley Satellite Courthouse, for ninety (90) days, continuing from April 7, 2025, and ending on July 6, 2025, under the same terms and conditions as the existing executed Agreement.

We appreciate your consideration in this matter. If you need any additional information regarding this requested Agreement extension, please contact Brian L. Underwood, Grants Director, at (251) 937-0264.

Sincerely,

MATTHEW P. MCKENZIE, Chairman
Baldwin County Commission

MPM/bga Item CN1

cc: Roger H. Rendleman
Tara Hazelbaker
Aislinn Stone
Christie Davis
Brian L. Underwood
Katrina Taylor
Wanda Gautney