

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 072224-L

A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH WALLCRAFT FOR CONCRETE FLUME REPAIR ON INDUSTRIAL DRIVE

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said contractual agreement with WallCraft for a Concrete Flume Repair on Industrial Drive; and

WHEREAS, the amount of this service agreement (see attached Exhibit "A") will not to exceed **\$68,801.20** which does not require bidding as it is below the public works bid limit and will be taken from the Public Works Operating Budget.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

BE IT FURTHER RESOLVED, that, if required, the Finance Director is authorized to amend the FY24 budget in order to maintain a balanced budget.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

ADOPTED AND APPROVED THIS 22ND DAY OF JULY 2024.

ATTEST:

CITY OF ALABASTER

J. Mark Frey, City Clerk

Sophie Martin, Council President

APPROVED

Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

**FOR
Fire Station No. 2
Additional Building**

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ (“Owner”)

and Insite Engineering LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Fire Station No. 2 Additional Building (“Project”).

Description of Engineer’s Services: Work includes design of Fire Station No. 2 New Building survey, plat, civil plans, Floor plans, HVAC, Plumbing, Electrical, Structural, ADEM permitting if necessary, and ADEM inspections. Construction Administration will be Provided as requested or required by code at Standard Hourly Rates.. Detailed scope should be attached as Appendix 2.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s

responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

2 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for surveying and surveying inaccuracies shall be borne fully by the Surveyor and that Engineer has no liability for such surveys.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

3 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Site Survey and Topographic Survey	Lump Sum	\$ 3,200
2. Plat for Lot Consolidation	Lump Sum	\$ 950
3. Civil Plans (Includes minimal landscaping)	Lump Sum	\$ 8,500
4. Interior Layout Plan	Lump Sum	\$ 3,800
5. Structural Engineering for Foundation	Lump Sum	\$ 2,200
6. HVAC Engineering	Lump Sum	\$ 4,200
7. Plumbing Engineering	Lump Sum	\$ 3,250
8. Electrical Engineering	Lump Sum	\$ 5,000
9. ADEM – Permitting Renewal + Reimb Exp	Lump Sum	\$ 1,500
10. ADEM Inspections (Per Each \$250)	Per Each	\$ As Required Monthly / Storm
11. Specifications	Lump Sum	\$ 3,200
12. Bidding / Contracting	Lump Sum	\$ 3,000
13. Construction administration, Oversight, and Inspections	Hourly	\$ As Requested / Required
14. Reimbursable Expense – Printing, Mileage, Etc.	Cost + 15%	\$2,300. Estimated – See Std Rates Sheet
Total (Excluding Construction Administration / Inspections / Reimb Expenses)		\$41,100
3 to 4 Month Estimated Design Time		

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

P

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER: InSite Engineering, LLC

By: _____

By:  _____

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: 10/04/22 _____

License or Certificate No. and State CA 2736 E _____

Address for giving notices: _____

Address for giving notices: _____

5800 Feldspar Way, Hoover, Alabama 35244 _____



SCHEDULE OF FEES

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered. Legal preparation and testimony are billed at two times these rates. Rates are subject to be updated once annually.

Classification	Rate/Hour
Principal Engineer	\$165.00
Sr. Professional Engineer	\$140.00
Professional Engineer	\$110.00
Engineer Intern	\$90.00
GIS/IT Engineer	\$125.00
GIS/IT Technician	\$90.00
Sr. Civil Designer	\$125.00
Civil Designer	\$95.00
CADD Technician	\$70.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$65.00
Student Intern	\$50.00

Reimbursable Expenses	Rate/Hour
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses	Cost + 15%
Subconsultant Services	Cost + 15%
Agency Review Fees	Cost + 15%
Outside Printing and Plotting Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

In-House Printing and Plotting Fees:

24" x 36" Black and White Prints/Plots	\$2.00/sheet
12" x 18" Black and White Prints/Plots	\$1.00/sheet
8.5" x 11" Black and White Prints/Plots	\$0.10/page
24" x 36" Color Prints/Plots	\$16.00/sheet
12" x 18" Color Prints/Plots	\$8.00/sheet
8.5" x 11" Color Prints/Plots	\$0.45/page
Large Format Scanning	\$3.25/sheet
Small Format Scanning	\$1.00/page

Effective January 1, 2022

(Replaces Schedule of Fees dated January 1, 2021)

APPENDIX 2 to EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services

DETAILED SCOPE OF WORK:

1. This is an Exhibit attached to and made a part of the EJCDC E-520 Short Form of Agreement Between Owner (City of Alabaster) and Engineer (Insite Engineering, LLC) for Professional Services.
2. The ENGINEER shall perform professional services only as hereinafter stated. Professional services other than those stated hereinafter shall be considered as Extra Services and shall entitle the ENGINEER to additional compensation.
3. Preliminary Services
 - A. Boundary Survey - Lump Sum
Surveyor will pick up the existing boundaries as current deeds to property represent. Survey will be provided to Alabama technical standards.
 - B. Topographic Survey - Lump Sum
Surveyor will pick up the existing boundaries as current deeds to property represent. Survey will be provided to Alabama technical standards.
 - C. Rezoning - Not Required
 - D. Concept Plan – Submitted as part of the Lump Sum for Design
 - E. Preliminary Utility Availability Investigation – No Required
 - F. Geotechnical Investigation - (Separate Contract)
The ENGINEER will assist the OWNER in obtaining a geotechnical investigation of the site if requested. The work will be performed under separate contract between the OWNER and the Geotechnical Engineer. The ENGINEER strongly recommends that this investigation be authorized by the OWNER.
 - G. Wetlands Evaluation/ARAP – (Separate Contract) if Required
 - H. Archeology Investigation – (Separate Contract) if Required
 - I. Construction Cost Opinions (Hourly)
The ENGINEER will provide opinions of construction costs on work to be designed by the ENGINEER. In the event of large cost items with alternate methods of installation.
 - J. Phase 1 Environmental Site Assessment – (Separate Contract) If Required. If necessary, the ENGINEER will assist the OWNER in obtaining a Phase 1 Environmental Site Assessment of the site. The work will be performed under a separate contract between the OWNER and the Environmental consultant.
 - K. Traffic Impact Study Not Required
 - L. Final Plat - (Lump Sum)
Surveyor will prepare a final plat to consolidate the City of Alabaster lots into one single lot.
4. Additional Public Meetings (Hourly)
As directed by the OWNER, the ENGINEER shall represent the Project at additional public forum meetings over and above those included in the base fee

by preparing presentation documents, colored exhibits, attending meetings and preparing meeting reports. Applicable meetings include those with neighborhood associations, Alabaster Planning Commission and Shelby County requested meetings.

5. **Final Design (Lump Sum)**

- A. After written authorization to proceed with the Final Design Phase of the Project, the ENGINEER shall:
- i. Make trips as necessary (per the ENGINEER) to the site during the design phase of development.
 - ii. Perform field run profiles along the centerlines of roadways, sewer lines, storm lines, wall sections, etc. as necessary to provide design intent to the bidding contractors for construction.
 - iii. Prepare final plans and specifications for the following items:
 1. Site Grading, Site Layout, Site Erosion Control, Site Geometry, Site Drainage, Site Water, Site Sewer, Site Amenities, and minimal required site landscaping.
 2. Interior Plans (including Interior Layout of Rooms, ETC.),
 3. Mechanical, Plumbing, Structural, and Electrical Design for new building.
 4. Prepare and Submit ADEM Permit / Perform Inspections if required
 5. These plans and specifications will be in a form suitable for the taking of competitive bids.
 - iv. Provide an updated construction cost opinion for work designed by the ENGINEER, if requested.
 - v. Meet as necessary with the OWNER to review progress. The base fee assumes one - 2 hour meeting per month over a 3 to 4 - month design period.
 - vi. Assist the OWNER in obtaining all pertinent agency approvals of the construction documents. The ENGINEER does not guarantee agency approvals.
 - vii. Coordinate with representatives of the appropriate utility companies regarding the provision of gas, telephone, cable television and electric service to the project. Construction plans for these utilities will be provided by the respective utility company at the owners direction.
 - viii. The final plans and final specifications phase does not include the design of pumping stations, walls, force mains, turn lanes, gatehouses, entry features, clubhouses, clubhouse site work, irrigation systems, detailed planting, swimming pools, or other recreational amenities not specifically shown on the plan, Audio Visual design, water pumping facilities, wetlands assessment, onsite sewer, offsite sewer, treatment facilities, wetlands mitigation, flood plain studies variance to regulations, or Aquatic Resource Alteration Permit (ARAP) applications or any other service not specifically listed.
 - ix. *We recommend that the owner obtain a geotechnical report and select an audio / visual consultant so their plans / conduit locations can be incorporated into the bid package.*

The Final Design Phase services for the Project will be completed and Contract Documents submitted in a timely manner following authorization from OWNER to ENGINEER to proceed with that phase of services. The fee defined herein is based upon the condition that the ENGINEER be allowed to design the project of in 1 phase with the understanding that the OWNER may choose to construct pieces of the amenities at a later date.

B. **Off-Site Improvements (Separate Contract) if Required**
The ENGINEER will provide topographic survey and final construction documents and assist in approvals for off-site improvements if required under a separate contract with the OWNER.

C. **Landscape and Amenities (Separate Contract) If Required**
The ENGINEER will prepare final plans and specifications for the minimal landscaping and amenities proposed for the development. Significant additional landscaping and amenities may be added to the project for additional compensation.

6. **Bidding and Contracting (Lump Sum)**

- A. During the Bidding or Negotiating and Construction Phases, the ENGINEER shall:
- i. Assist in obtaining and reviewing bids for site construction.
 - ii. Attend pre bid meeting
 - iii. Answer any questions ask during bid period.
 - iv. Open Bids
 - v. Prepare Bid Tabulation and Recommendation
 - vi. Prepare Contracts for Execution

7. **Construction Observation (Hourly)**

- i. Attend pre construction meeting
- ii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.
- iii. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- iv. At the request of the OWNER, provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- v. Perform Payment Application Inspections
- vi. Perform Site Observation as agreed upon by Owner.
- vii. The base final design fee includes corrections/clarifications to final approved drawings during construction due to ENGINEER oversight. All revisions/clarifications to final approved construction drawings requested by the OWNER, contractor or review agencies will be considered extra services subject to additional fees and reimbursable expenses.
- viii. Prepare as-built drawings based on contractor mark-ups.
- ix. The fee does NOT include construction management, construction management of multiple contracts or contractors.

8. **Construction Staking –WE RECOMMEND THE OWNER REQUIRE THE CONTRACTOR TO PERFORM THIS SERVICE.**

9. **Reimbursable Expenses**

Reimbursable expenses are billed at actual cost plus 15%. The estimated cost specified includes plotting, printing, mileage (at the current IRS rate), overnight mail, and courier services. The allowance is based on similar size project cost.

10. **Additional Services**

All OWNER and review agency revisions to previously approved plans and any rephrasing/additional phases of construction will be considered an Extra Service subject to additional fees and reimbursable expenses.