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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

**FOR**

## **Contract #4** **Sanitary Sewer System I & I Reduction** **Program Rehabilitation**

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

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

The City of Alabaster, Alabama (“Owner”)

and Insite Engineering LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Contract #4, Sanitary Sewer System I & I Reduction Rehabilitation (“Project”).

Description of Engineer’s Services: Work will include necessary field survey verification, design of new or rehabilitation sewer (plan and specifications) in coordination with I & I reports, calculations, visual observations, and know inflow and infiltration Issues. Design will include sewer liners, sewer manhole replacement and rehabilitation, point repairs, remediation, etc. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

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 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 survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

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.

**9.01 Payment (Lump Sum Basis)**

- A.
- 1. A Lump Sum amount of \$ 78,500 Field Review, Design, Specifications for Rehabilitation
- 2. A Lump Sum amount of \$ 3,000 Bidding and Contracting Period Services.
- 3. A Lump Sum amount of \$ 40,000 Construction Administration and Inspection Services For up to 90 Days (3.5 months of Construction)
- 4. A hourly amount no to exceed \$ 3,500 Reimbursable Expenses: Printing, Plotting, Mileage, Etc.

Easements if Required will be billed at our Standard Hourly Rates

**Total Contract Amount \$ 125,000** \_\_\_\_\_

B.

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.

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

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: President \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: 11/11/22 \_\_\_\_\_

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.

| <b>Classification</b>           | <b>Rate/Hour</b> |
|---------------------------------|------------------|
| 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          |

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

### **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. Design Period Services (Lump Sum)

Field Survey Verification

Once the project areas have been chosen, the utility locates will be requested. Upon the areas being marked a field inspection of the area will be performed. All necessary items for survey will be obtained and utilized to prepare the design drawings.

Design Drawings and Specifications

The scope of the work will be finalized and determined utilizing the combined database of items found during the CCTV, Cleaning, Owner Input, and Smoke Testing Process. Contract #4 will be designed to be as close to a \$1,200,000 construction contract as possible.

This will be an additional step in the City of Alabaster I & I Reduction Program Rehabilitation Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Multiple Phases of this area may be required. Plans and Specifications for this phase may include the following:

- Replacement of necessary structurally deteriorated or damage sewer lines on the sewer
- Replacement of necessary structurally deteriorated manholes on the sewer
- Limited lining of necessary major leaking sewer lines on the sewer
- Rehabilitation of necessary leaking manholes on the sewer
- Point repairs of broken / clogged lines on the sewer
- Manhole grade adjustment on the sewer
- Other necessary rehabilitation methods as required

### Assistance Required from Alabaster

In order to keep the cost as low as possible for the City of Alabaster and to extend the funds available for future I & I rehabilitation work, the following items will need to be provided by the City of Calera:

1. Assistance is utility locations
2. Any covered, stuck, or buried manholes will need to be opened and/or exposed n that were previously inspected
3. Any clearing, grubbing, etc. as required to reach areas inaccessible to the survey crew
4. Verification of line sizes
5. Possible unknown utility relocation if found during construction. (Gas / Water / Etc.)

#### 4. Bidding and Contracting Period Services (Lump Sum)

- A. During the Bid Period, the ENGINEER shall:
- i. Prepare an Advertisement for Bids in accordance with the Public Works Bid Law of the State of Alabama.
  - ii. Copy and distribute plans to interested Bidders on behalf of the Owner.
  - iii. Host a pre-bid meeting at the Owner's facility, If Required.
  - iv. Respond to questions from Bidders and issue formal addenda, if required.
  - v. Host a public bid opening at the Owner's facility.
  - vi. Prepare a Certified Bid Tabulation of all bids received.
  - vii. Make a written Recommendation of Award to the Owner.
  - viii. Prepare contracts for execution for by Owner and Contractor

#### 5. Construction Period and Resident Observation Services (Lump Sum – 90 Day Construction Period)

- A. During the Construction Period, the ENGINEER shall:
- i. Prepare Contract Documents in triplicate for execution by all parties.
  - ii. Attend pre-construction meetings.
  - iii. Make periodic reviews of construction as necessary to evaluate pay requests of the Contractor and make recommendations to the OWNER.



- iv. Provide shop drawing submittal review, as well as additional construction review as requested by the OWNER.
- v. Provide consultation throughout the construction period with respect to the interpretation of the plans and specifications to resolve related questions.
- vi. Provide resident project observation as required..
- vii. Prepare as-built drawings based on contractor mark-ups.
- viii. The fee does NOT include construction management of multiple contracts or contractors, construction staking, safety on the project site, or approval of Contractor's means and methods of construction.

6. 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.

7. Additional Services

All OWNER requested additional services may be conducted under our normal standard hourly rates unless a specific project, owner request, or need arises for a fixed cost. These services may include easement acquisition, public meetings, coordination of utility relocations, etc.