

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



RESOLUTION 032524-B

**A RESOLUTION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH INSITE ENGINEERING LLC
ALABASTER CITY WIDE PAVING ASSESSMENT, SIGN LOG, AND CURBING / INLET TOP ASSESSMENT
WITHIN THE CITY OF ALABASTER**

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 InSite Engineering, LLC for **Alabaster City Wide Paving Assessment, Sign Log, and Curbing / Inlet Top Assessment** for the City of Alabaster; and

WHEREAS, the amount of this service agreement (see attached Exhibit “A”) will not to exceed **\$189,000.00** which includes **Field Review, Inspection, logging, summary report plus reimbursables**. This amount will be taken from the General Fund – Engineering and Architecture (see Exhibit A attached).

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.

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

ADOPTED AND APPROVED THIS 25TH DAY OF MARCH 2024.

ATTEST: CITY OF ALABASTER

_____ J. Mark Frey, City Clerk	_____ Sophie Martin, Council President
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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
Alabaster City Wide Paving Assessment, Sign
Log, and Curbing / Inlet Top Assessment
(Within the Right of Ways of the City of Alabaster Streets)

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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 Alabaster City Wide Paving Assessment, Sign Log, and Curbing / Inlet Top Assessment (“Project”).
Description of Engineer’s Services: Work will include necessary field verification of approximately 188 miles road conditions, Curb conditions, inlet top conditions and sign locations. Review will include visual observations, reviews, and conditions of roadways Logged into the City of Alabaster software.

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.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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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.

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9.01 Payment (Lump Sum Basis)

A.			
1.	A Lump Sum amount of \$	183,500	Field Review, Inspection, logging, summary report
2.	Cost Plus 15%	5,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
3.			
	Total Contract Amount \$	189,000	
4.			

B. Project has been figured utilizing two field inspectors for 120 day each with support staff as needed.. Estimated project duration will be 4-5 months pending receipt of field tablets or ipads.

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:

Date Signed:

Date Signed:

License or Certificate No. and State

Address for giving notices:

Address for giving notices:

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. Inspection Period Services (Lump Sum)

Field Review and Verification

Once the software has been uploaded and to our ipads / tablets Insite will create a inspection document to confirm that everyone from now on reviews all roads the same.

Once standardization is complete. Field review and inspection work will be undertaken one road at a time as shown on the City of Alabaster GIS map.

Roads will be inspected per the City of Alabaster software logging the following:

- Pictures
- Cracking
- Depressions
- Rutting
- Sliding
- And multiple other issues.

Upon completion of the roadway review. Our inspection team will review the curb / gutter and inlet tops to determine similar issues or failures that can be logged into the City of Alabaster Software. These items may include:

- Broken Curb / Gutter
- Depressed Curbs
- Missing Curbs
- No Curbs
- Broken Inlet Tops
- Missing Inlet Tops
- And multiple other issues.

Finally, our review staff will use the City of Alabaster Software to log in the following signage:

- Stop
- Speed Limit
- Yield
- Road Name
- Dead End
- Misc Other Roadway Notification Signs in the Right of Way

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 work, the following items will need to be provided by the City of Alabaster:

1. GIS Files
2. Software / Access to Log Data
3. Traffic Control (If Necessary)
4. GIS update / apps for necessary log date prior to beginning.

4. 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.

5. 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 sidewalk area logging or other misc items.