



Minutes of the City of Calera Council Meeting November 1, 2021

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, November 1, 2021, at 6:30 p.m., in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
Philip Busby, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Council Member
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Guests:

Sean Kendrick, James Fuller, Kelly Ellison, David Hyche, Jackie Batson, Chris Pappas, Debbie and Richard Byers, Dawn Griggs, Reggie Darden, Seth Gandy, Amy Sturdivant, Melody Whitten, Jackson Pruett, Shane Stoudenmire, Clint Barnett, Tip Edwards, Dennis Torrealba

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Alan Watts opened the meeting with prayer and the Pledge of Allegiance.

Approval of Minutes:

Council Member Cost made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – October 18, 2021
Work Session – October 18, 2021

Council Member Watts seconded said motion and upon vote, the results were as

follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Old Business:

No old Business

New Business:

Public Hearing

Ordinance No. 2021-12 Annexation Request Jon Graham

Council Member Watts moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Montgomery second said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Cost moved Ordinance No. 2021-12 be adopted. Council Member Morgan seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Watts

NAYS: Turner

Motion Passed – Adopted this 1st day of November 2021

Ordinance No. 2021-13 Annexation Request City of Calera

Council Member Busby moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Turner second said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Watts moved Ordinance No. 2021-13 be adopted. Council Member Montgomery seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed – Adopted this 1st day of November 2021

Resolution No. 2021-28 – Bid Award – One (1) 2022 Toyota Tacoma

Council Member Cost moved that Resolution No. R-2021-28 is adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed – Adopted this 1st day of November 2021

Sewer Contracts Insite Engineering

**Calera Collection System Pumping Stations Upgrades and Rehabilitation
Camp Branch Wastewater Treatment Plant Upgrades and Rehabilitation
Sanitary Sewer System Rehabilitation Buxahatchee System – Contract 4
Sanitary Sewer System Rehabilitation Buxahatchee System – Contract 3
Sanitary Sewer System Rehabilitation Buxahatchee System – Contract 2
Sanitary Sewer System Rehabilitation Truck Sewer Replacement – Contract 1
Buxahatchee Wastewater Treatment Plant Upgrades and Rehabilitation**

Council Member Montgomery moved to authorize the Mayor Graham to sign the Insite

Engineering Contracts. Council Member Watts seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Guests:

Amy Sturdivant, Melody Whitten, Jackson Pruett with 58 Inc.

Council Member Busby made a motion to adjourn the meeting at 6:40 p.m.

Approved this 15th day of November 2021.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

To view our City Council Meeting please click the link below:

<https://www.youtube.com/watch?v=ijYVRngMkwU>

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2021-12

WHEREAS, on or about the 18th day of October, 2021, Jon Graham, filed a petition with the City Clerk of the City of Calera, Alabama as required by 11-42-20 and 11-42-21, Code of Alabama 1975, as amended, petitioning and requesting that the property hereinafter described be annexed to the municipality of the City of Calera, Alabama, which petition contained an accurate description of the property proposed to be annexed together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, and the signature of the owner of the property described were signed thereto;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, AS FOLLOWS:

1. That the City of Calera, Alabama does adopt this Ordinance assenting to the annexation of the property owned by the above referenced property owner, as described in:
Exhibit A

to the municipality of the City of Calera, Alabama.

2. That the corporate limits of the City of Calera, Alabama, be extended and rearranged so as to embrace and include such property and such property shall become a part of the corporate area of such municipality upon the date of publication or posting of this Ordinance, as provided for in the Code of Alabama as cited above.

3. That the City Clerk be and she is hereby authorized and directed to file a copy of this ordinance, including an accurate description of the property being annexed, together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, to which said property is being annexed in the office of the Judge of Probate of Shelby County, Alabama.

4. That the Zoning Map of the City of Calera, Alabama and any other official maps or surveys of the City shall be amended to reflect the annexation of the above described property, and that a copy of this Ordinance be transmitted to the City Planning Commission and the Zoning Administrator.

Council Member Watts moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Montgomery seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

The Mayor Graham declared said motion carried and unanimous consent given.

Council Member Cost moved that Ordinance No. 2021-12 be adopted. Council Member Morgan seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Watts

NAYS: Turner

Adopted this 1st day of November, 2021.

Mayor Graham declared Ordinance No. 2021-12 adopted.

Jon G. Graham, Mayor

Attest:

Connie B. Payton, City Clerk

State of Alabama
County of Shelby

Date Filed 10-18-2021

We, being the owner or owners of the following described property do hereby request annexation into the corporate limits of the City of Calera.

The property is located and contained within an area contiguous to the corporate limits of the City of Calera, Alabama, a city of more than 11,620 (2010 Official); 14,501 (2019 Estimated) population, and show(s) the City of Calera, Alabama that such property does not lie with the corporate limits or police jurisdiction of any other municipality than Calera, and hereby sign(s) written petition in accordance with 11-41-20 and 11-42-21, Code of Alabama 1975, as amended, requesting that such property described below be annexed to the City of Calera, Alabama. Also attached hereto is a map and legal description of the said property to be annexed showing its relationship to the corporate limits of the City of Calera, Alabama as in accordance with the provision of the Code of Calera, Alabama as in accordance with the provisions of the Code of Alabama as cited above.

Said property is described in the attached Exhibit A.

Said property will not be annexed until legal description is approved by the City of Calera.

Jon Graham

Property Owner

10-18-2021

Date

Witness

Jon Graham

Property Owner

Date

10-18-2021

Date

EXHIBIT "A"
LEGAL DESCRIPTION

All that part of the NE 1/4 of SW 1/4, Section 11, Township 24 North, Range 13 East as per Map of South Calera, Alabama recorded in Map Book 4 at Page 40 in the Office of Judge of Probate of Shelby County, Alabama, lying South of the centerline of the Shelby Springs paved road and East of the East right of way line of L & N Railroad.

ALSO: All that portion of the SW 1/4 of NE 1/4 and the NW 1/4 of SE 1/4 of Section 11, Township 24, Range 13 East, lying South and East of what is known as the Shelby Springs Road, as now exists. Subject to easements to Alabama Power Company as recorded in the Office of the Judge of Probate, Shelby County, Alabama.

LESS AND EXCEPT 7th Street per map of South Calera.

LESS AND EXCEPT property described in Inst. No. 2000-07522, recorded in Probate Office, Shelby County, Alabama.

Hatched area shown is a reflection of the legal description minus the less & excepts.



2021-12

Property Owners Address 721 HWY 202
Contact Phone Numbers 203-461-3494 Cell
How many single family dwellings on the property 2
How many people live on the parcel of land 2
How many are of voting age 2
How many are not of voting age 2
The race of each person _____
Legal approved by City of Calera Engineering Department [Signature]

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2021-13

WHEREAS, on or about the 27th day of October, 2021, City of Calera, filed a petition with the City Clerk of the City of Calera, Alabama as required by 11-42-20 and 11-42-21, Code of Alabama 1975, as amended, petitioning and requesting that the property hereinafter described be annexed to the municipality of the City of Calera, Alabama, which petition contained an accurate description of the property proposed to be annexed together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, and the signature of the owner of the property described were signed thereto;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, AS FOLLOWS:

1. That the City of Calera, Alabama does adopt this Ordinance assenting to the annexation of the property owned by the above referenced property owner, as described in:
Exhibit A

to the municipality of the City of Calera, Alabama.

2. That the corporate limits of the City of Calera, Alabama, be extended and rearranged so as to embrace and include such property and such property shall become a part of the corporate area of such municipality upon the date of publication or posting of this Ordinance, as provided for in the Code of Alabama as cited above.

3. That the City Clerk be and she is hereby authorized and directed to file a copy of this ordinance, including an accurate description of the property being annexed, together with a map of the said property showing its relationship to the corporate limits of the City of Calera, Alabama, to which said property is being annexed in the office of the Judge of Probate of Shelby County, Alabama.

4. That the Zoning Map of the City of Calera, Alabama and any other official maps or surveys of the City shall be amended to reflect the annexation of the above described property, and that a copy of this Ordinance be transmitted to the City Planning Commission and the Zoning Administrator.

Council Member Busby moved unanimous consent of the Council is given for immediate action upon said Ordinance. Council Member Turner seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Watts moved that Ordinance No. 2021-13 be adopted. Council Member Montgomery seconded said motion and upon vote the results was as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Adopted this 1st day of November, 2021.

Mayor Graham declared Ordinance No. 2021-13 adopted.

Jon G. Graham, Mayor

Attest:

Connie B. Payton, City Clerk

State of Alabama
County of Shelby

Date Filed 10-27-2021

We, being the owner or owners of the following described property do hereby request annexation into the corporate limits of the City of Calera.

The property is located and contained within an area contiguous to the corporate limits of the City of Calera, Alabama, a city of more than 11,620 (2010 Official); 14,501 (2019 Estimated) population, and show(s) the City of Calera, Alabama that such property does not lie with the corporate limits or police jurisdiction of any other municipality than Calera, and hereby sign(s) written petition in accordance with 11-41-20 and 11-42-21, Code of Alabama 1975, as amended, requesting that such property described below be annexed to the City of Calera, Alabama. Also attached hereto is a map and legal description of the said property to be annexed showing its relationship to the corporate limits of the City of Calera, Alabama as in accordance with the provision of the Code of Calera, Alabama as in accordance with the provisions of the Code of Alabama as cited above.

Said property is described in the attached Exhibit A. 4 Pages

Said property will not be annexed until legal description is approved by the City of Calera.

City of Calera

10-27-2021

Property Owner

Date

Connie Payt

10-27-2021

Witness

Date

10-27-2021

Property Owner

Date

Exhibit A Page 1

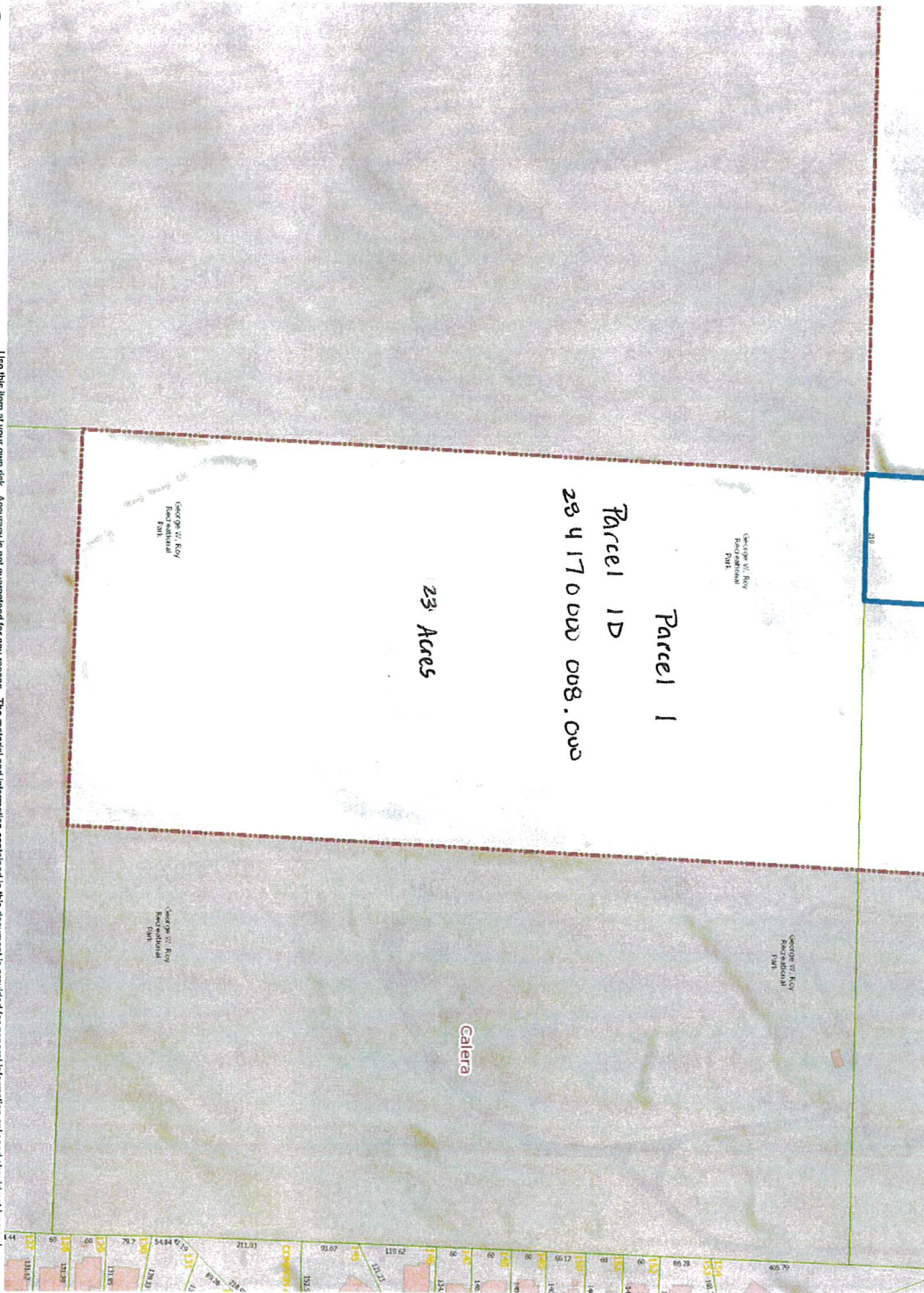
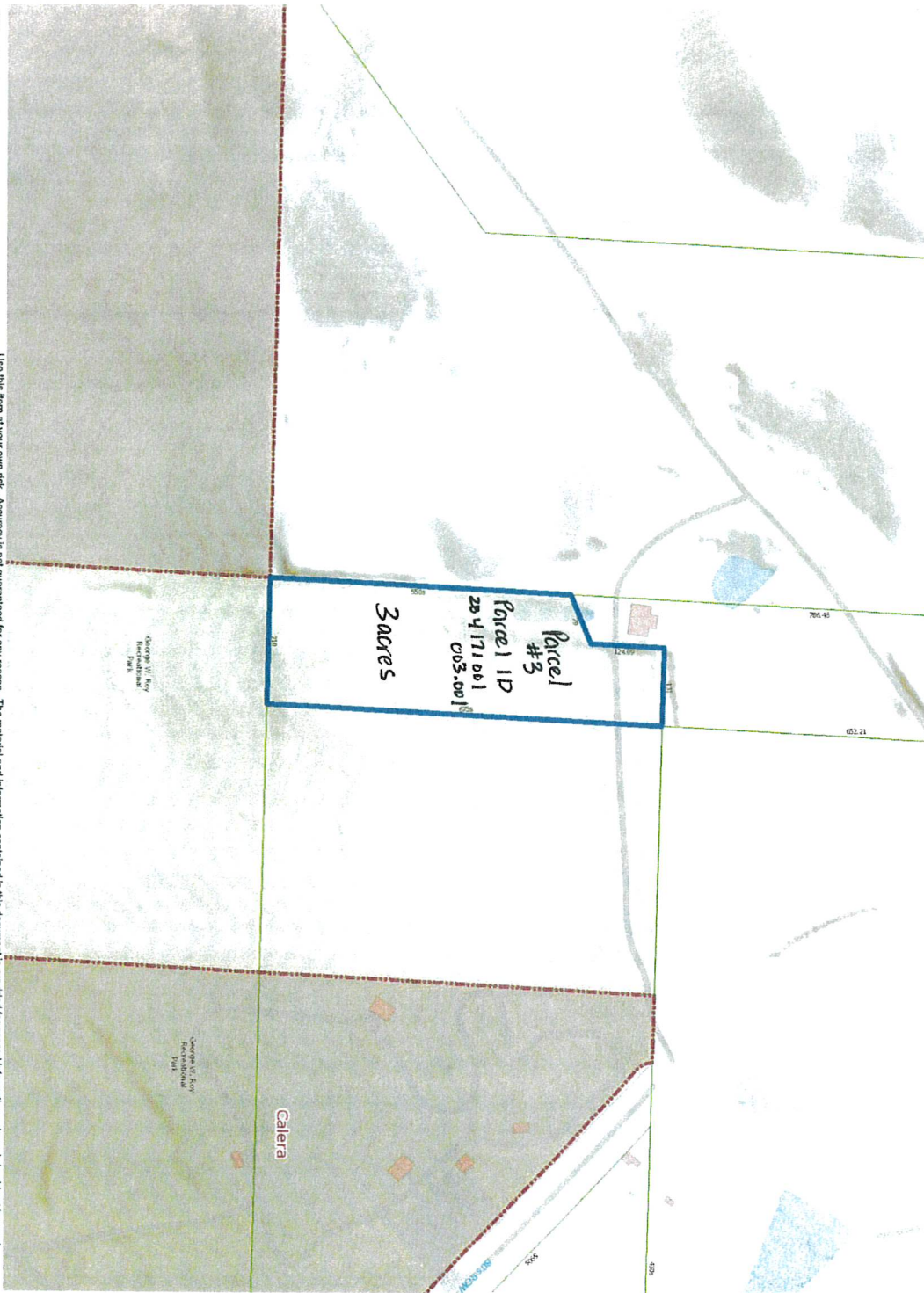


Exhibit A Page 1



Exhibit A Page 5



Shelby County Land Information
Date Printed: 10/28/2021 (100' scale)

Use this item at your own risk. Accuracy is not guaranteed for any reason. The material and information contained in this document is provided for general information only and should not be used for legal, engineering, or other professional purposes. No warranty is made, expressed or implied regarding this document. Shelby County is not liable and/or responsible for the consequences caused by or related to, in any way, the actions taken or not taken in reliance on this document.

Exhibit A Page 4

Parcel 2

All that part of the SW 1/4 of the SW 1/4 of the NE 1/4 of Section 17, Township 22 South, Range 2 West lying South and West of a Public road, LBSS AND EXCEPT the West 210 feet thereof. Containing 7 acres, more or less.

Parcel 1

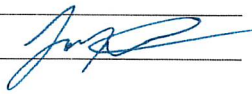
The West 1/2 of the NW 1/4 of the SE 1/4 of Section 17, Township 22 South, Range 2 West. ALSO, all that part of the West 210 feet to the SW 1/4 of NE 1/4, that lies South of the Public Road in Section 17, Township 22 South, Range 2 West. Containing 2 3/4 acres, more or less.

Parcel 3

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Beginning at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 17, Township 22 South, Range 2 West and run thence South 00 deg. 29 min. 11 sec. East along the West line of said quarter-quarter section a distance of 662.46 feet to a steel rebar corner set on an existing fence line; thence run South 00 deg. 29 min. 11 sec. East a distance of 124.00 feet to a set rebar corner; thence run North 87 deg. 47 min. 10 sec. East a distance of 79.00 feet to a set rebar corner on a fence line; thence run North 00 deg. 29 min. 12 sec. West along said fence line a distance of 124.09 feet to a set rebar corner; thence run North 87 deg. 43 min. 05 sec. East a distance of 131.00 feet to a set rebar corner; thence run North 00 deg. 29 min. 09 sec. West a distance of 652.21 feet to a set rebar corner on the North line of said quarter-quarter section; thence run South 87 deg. 47 min. 10 sec. West along said North line of said quarter-quarter section a distance of 210.00 feet to the point of beginning, containing 3.42 acres, more or less.

Property SUBJECT TO any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law or regulation.

Property Owners Address George Roy Park
Contact Phone Numbers (205) 668-3500
How many single family dwellings on the property 0
How many people live on the parcel of land 0
How many are of voting age 0
How many are not of voting age 0
The race of each person 0
Legal approved by City of Calera Engineering Department 

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2021-28

A RESOLUTION ACCEPTING A BID FOR ONE (1) 2022 TOYOTA TACOMA FOR THE CITY OF CALERA, ALABAMA.

WHEREAS, the City of Calera has solicited sealed bids as required under the Alabama bid law; and

WHEREAS, bids were opened at Calera City Hall on October 27, 2021, at 11:00 a.m.; and

WHEREAS, bids were as follows:

Company

Tuscaloosa Toyota	\$34,386.00
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WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on November 1, 2021, considers the recommendation of Mr. Chris Pappas. The Mayor and Council will award the bid for the One (1) 2022 Toyota Tacoma Bid in the amount of \$34,386.00 to Tuscaloosa Toyota.

(Copy of Mr. Chris Pappas, City Engineer recommendation letter attached to this Resolution)

Council Member Cost moved that Resolution No. R-2021-28 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Busby, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2021-28 adopted.

Adopted this 1st day of November, 2021.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

City of Calera

JON GRAHAM
Mayor
CONNIE PAYTON
City Clerk
CHRIS PAPPAS
City Engineer



COUNCIL MEMBERS:
ERNEST MONTGOMERY
CALVIN MORGAN
KENNETH COST
PHILLIP BUSBY
ALAN WATTS
KAY TURNER SNOWDEN

October 27, 2021

City of Calera
Attn: Mayor Jon G. Graham
7901 Highway 31
Calera, AL 35040

Dear Mr. Graham:

As you are aware, the City of Calera opened bids for one (1) 2021 Toyota Tacoma on October 27, 2021. The City received bids from Tuscaloosa Toyota. The lack of bidders is due to the lack of available vehicles.

The bids for consideration from Tuscaloosa Toyota are as follows:

- Toyota Tacoma SR5 4x2 \$34,386.00

The amount budgeted for this vehicle in the Maintenance Department budget is \$36,000.00. Therefore, it is my recommendation that the City of Calera award the bid to Tuscaloosa Toyota in the amount of \$34,386.00.

If you have any questions, please contact me at your convenience.

Sincerely,

Chris D. Pappas

Chris D. Pappas

1074 10th STREET · CALERA, ALABAMA 35040
ENGINEERING DEPARTMENT (205) 668-3638 · FAX (205) 668-3821



**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
Calera Collection System Pumping Stations
Upgrades and Rehabilitations**

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

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

City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Calera Collection System Pumping Stations Upgrades and Rehabilitation ("Project").

Description of Engineer's Services: Engineer will provide specifications and documents necessary to construct
The Upgrades and Rehabilitation required for pumps, controls, back ups, piping etc. at misc. pumping stations through out
the City of Calera sanitary sewer collection system. as previously outlined In the options and cost utilized for the SRF.
loan. A more detailed scope of services is 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 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 amount of available funds in the engineers policy at the time of a the claim or the total amount of compensation received by Engineer, whichever is greater. (3) agree that any survey, structural, electrical, or geotechnical services 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 such services or any inaccuracies shall be borne fully by the specified consultant and that Engineer has no liability for such work. Consultant shall carry applicable insurance.

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. Using Procedures Set Forth In Paragraph 2.01, Owner Shall Pay Engineer as Follows (Monthly Progress Invoicing)

1.	A Lump Sum Amount of	\$95,000	Design and Specifications (Survey, Electrical, Mechanical, and Civil Design Engineering)
2.	A Lump Sum Amount of	\$4,000	Bidding / Contracting
3.	A Lump Sum Amount of	\$40,500	Construction Administration and Onsite Project Representative (Estimated 4 Months)
4.	Cost Plus 15%	\$5,500	Reimbursable Expenses (Est)
5.	Engineers Standard Fees / Rates Attached	Additional Service As Required	Any additional ADEM Meetings, Etc. Outside the Scope of Work

B, The Engineers compensation is conditioned on the time to complete the original design not exceeding 4 Months. If time should be extended beyond this point by the Engineers lack of effort the Engineer compensation shall be appropriately adjusted.

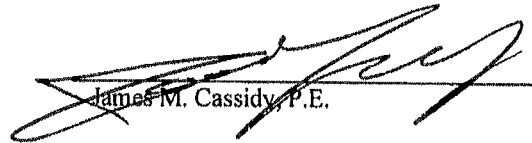
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By: _____


James M. Cassidy, P.E.

Title: _____

Title: _____

President

Date Signed: _____

Date Signed: _____

3/31/2020

Alabama Certificate of Authorization No. CA-2736-E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)



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 Calera, Alabama) 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. Detailed Design (Lump Sum)

Detailed Design shall include the following:

- Survey as Required
- Structural Design of all upgraded concrete and metal structures. As well as any accessory buildings footings, ties, braces, and water bearing structures.
- Electrical Design of All heating, ventilation, and air conditioning of any panels, buildings, etc. Shall also include any SCADA and controls upgrades.
- Civil Design shall include piping, drainage, hydraulic, gradings, layout, flow, etc.
- Upgrades and replacements to broken / damaged existing equipment

After written authorization to proceed, the ENGINEER shall:

1. Engineer shall make field visits to sites as necessary to collect the survey data required to perform design and layout.
2. Engineer shall evaluate issues and problems related to panels, valves, pumps, storage, hydraulics, layout, etc. as previously discussed with staff and management.
3. Engineer shall make field visits to sites as necessary to determine the layout and design of specifications for plans necessary to install the most beneficial long term solution for the update and rehabilitation. This shall include all piping, site layout, drains, water supply, equipment modifications or new equipment, controls, etc. for a complete project.
4. Engineer shall make field visits to sites as necessary to determine the layout and design of specifications for plans necessary electrical upgrades for the proposed improvements.



5. Engineer shall make field visits to sites as necessary to determine the layout and design of specifications for plans necessary to specify the new controls.
6. Engineer shall prepare plans and specifications of the job capable of taking competitive bids.
7. Engineer shall prepare all necessary details for the construction of the project.
8. Provide Update Cost Options / Budgets as requested.
9. Assist the owner in any necessary approvals with ADEM or other authorities
10. Prepare contract and advertisements for bid.

Bidding and Contracting Services (Lump Sum)

During the Bid Period, the ENGINEER shall:

- i. Answer Bid Period questions from Contractors, and respond via addendum if necessary.
- ii. Attend a pre-bid conference, if such conference is deemed necessary by the Engineer.
- iii. Attend and manage the Bid Opening.
- iv. Make a written Recommendation of Award to the OWNER.
- v. Prepare and Assist with Execution of Contracts

The ENGINEER's services for the Bidding and Contracting Period will be complete upon signatures of the contracts by CONTRACTOR and OWNER.

4. Construction Observation (Lump Sum) – FULL TIME INSPECTOR (Based on 4 Month Construction Period).

A. During the Construction Phase, the ENGINEER shall:

- i. Attend and host pre-construction meeting(s).
- ii. Make periodic reviews of construction as necessary to evaluate pay request and observe installation of the Contractors work and make recommendations to the OWNER.
- iii. Provide Full time Resident Project Representative for the onsite construction period.



- 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. Prepare as-built drawings based on contractor mark-ups.

5. Reimbursable Expenses

Reimbursable expenses incurred during the construction period are billed at actual cost plus 15%.

6. Additional Services

Requested Extra Services are subject to additional fees and reimbursable expenses set forth in our standard hourly rates.



**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
Camp Branch Wastewater Treatment Plant
Upgrades and Rehabilitation**

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Camp Branch WWTP Upgrades and Rehabilitation ("Project").

Description of Engineer's Services: Engineer will provide specifications and documents necessary to construct

The Upgrades and Rehabilitation required for pumps, controls, screening, storage, treatment, etc. as previously outlined

In the options and cost utilized for the SRF loan. A more detailed scope of services is 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

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 amount of available funds in the engineers policy at the time of a the claim or the total amount of compensation received by Engineer, whichever is greater. (3) agree that any survey, structural, electrical, or geotechnical services 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 such services or any inaccuracies shall be borne fully by the specified consultant and that Engineer has no liability for such work. Consultant shall carry applicable insurance.

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. Using Procedures Set Forth In Paragraph 2.01, Owner Shall Pay Engineer as Follows (Monthly Progress Invoicing)			
1.	A Lump Sum Amount of	\$60,500	Design and Specifications (Survey, Structural, Electrical, Mechanical, Civil, Process, Design Engineering)
2.	A Lump Sum Amount of	\$4,000	Bidding / Contracting
3.	A Lump Sum Amount of	\$29,000	Construction Administration and Onsite Project Representative (Estimated 2 Months)
4.	Cost Plus 15%	\$3,500	Reimbursable Expenses (Est)
5.	Engineers Standard Fees / Rates Attached	Additional Service As Required	Any additional ADEM Meetings, Etc. Outside the Scope of Work
B, The Engineers compensation is conditioned on the time to complete the original design not exceeding 3.5 Months. If time should be extended beyond this point by the Engineers lack of effort the Engineer compensation shall be appropriately adjusted.			

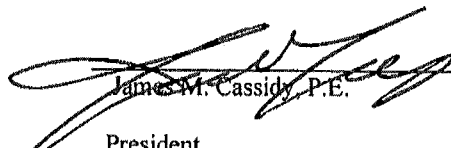
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By: _____


James M. Cassidy, P.E.

Title: _____

Title: _____

President

Date Signed: _____

Date Signed: _____

3/31/2020

Alabama Certificate of Authorization No. CA-2736-E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)



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 Calera, Alabama) 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. Detailed Design (Lump Sum)

Detailed Design shall include the following:

- Topographic and Boundary Survey
- Structural Design of all upgraded concrete and metal structures. As well as any accessory buildings footings, ties, braces, and water bearing structures.
- Electrical Design of All heating, ventilation, and air conditioning of any panels, buildings, etc. Shall also include any SCADA and controls upgrades.
- Civil Design shall include piping, drainage, hydraulic, gradings, layout, flow, etc.
- Process Design shall include all treatment process revision in conversion with all Aqua Aerobics documentation and configurations.

After written authorization to proceed, the ENGINEER shall:

1. Engineer shall make field visits to plant as necessary to collect the survey data required to perform design and layout.
2. Engineer shall evaluate issues and problems related to screen, panels, valves, pumps, blowers, storage, hydraulics, layout, etc. as previously discussed with staff and management.
3. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to install the most beneficial long term solution for the update and rehabilitation. This shall include all piping, site layout, drains, water supply, equipment modifications or new equipment, controls, etc. for a complete project.
4. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary electrical upgrades for the proposed improvements.



5. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to specify the new controls.
6. Engineer shall prepare plans and specifications of the job capable of taking competitive bids.
7. Engineer shall prepare all necessary details for the construction of the project.
8. Provide Update Cost Options / Budgets as requested.
9. Assist the owner in any necessary approvals with ADEM or other authorities
10. Prepare contract and advertisements for bid.

Bidding and Contracting Services (Lump Sum)

During the Bid Period, the ENGINEER shall:

- i. Answer Bid Period questions from Contractors, and respond via addendum if necessary.
- ii. Attend a pre-bid conference, if such conference is deemed necessary by the Engineer.
- iii. Attend and manage the Bid Opening.
- iv. Make a written Recommendation of Award to the OWNER.
- v. Prepare and Assist with Execution of Contracts

The ENGINEER's services for the Bidding and Contracting Period will be complete upon signatures of the contracts by CONTRACTOR and OWNER.

4. Construction Observation (Lump Sum) – FULL TIME INSPECTOR (Based on 2 Month Construction Period).

A. During the Construction Phase, the ENGINEER shall:

- i. Attend and host pre-construction meeting(s).
- ii. Make periodic reviews of construction as necessary to evaluate pay request and observe installation of the Contractors work and make recommendations to the OWNER.
- iii. Provide Full time Resident Project Representative for the onsite construction period.



- 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. Prepare as-built drawings based on contractor mark-ups.

5. Reimbursable Expenses

Reimbursable expenses incurred during the construction period are billed at actual cost plus 15%.

6. Additional Services

Requested Extra Services are subject to additional fees and reimbursable expenses set forth in our standard hourly rates.

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

Contract #4 Sanitary Sewer System Rehabilitation Buxahatchee System

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

The City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Contract #4, Sanitary Sewer System
Rehabilitation Buxahatchee System ("Project").

Description of Engineer's Services: Work will include necessary field survey and 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 liners, new line, manhole replacement, manhole rehabilitation, point repairs, 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 \$	75,500	Surveying, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	4,000	Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	47,000	Construction Administration and Inspection Services For up to 150 Days (5 months of Construction)
4.	A hourly amount no to exceed \$	4,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
Total Contract Amount \$		131,000	

B.

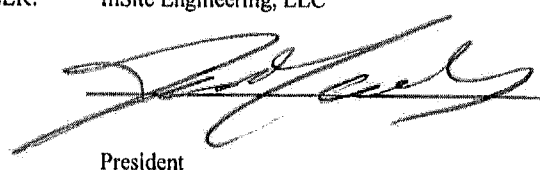
OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF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

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

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By: 

Title: _____

Title: President

Date Signed: _____

Date Signed: 3/31/2020

License or Certificate No. and State CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)

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 Calera) 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 and 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, and Smoke Testing Process. Contract #4 will be designed to be as close to a \$1,000,000 construction contract as possible.

This will be the initial step in the Buxahatchee Collection System Line 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 will include the following:

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

Assistance Required from Calera

In order to keep the cost as low as possible for the City of Calera 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)

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.
- 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 – 150 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 by ADEM and/or desired by the Owner.
- 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.

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

Contract #3 Sanitary Sewer System Rehabilitation Buxahatchee System

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

The City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Contract #3, Sanitary Sewer System
Rehabilitation Buxahatchee System ("Project").

Description of Engineer's Services: Work will include necessary field survey and 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 liners, new line, manhole replacement, manhole rehabilitation, point repairs, 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 \$ | 61,500 | Surveying, Design, Specifications for Rehabilitation |
| 2. | A Lump Sum amount of \$ | 4,000 | Bidding and Contracting Period Services. |
| 3. | A Lump Sum amount of \$ | 40,000 | Construction Administration and Inspection Services
For up to 120 Days (4 months of Construction) |
| 4. | A hourly amount no to exceed \$ | 4,500 | Reimbursable Expenses: Printing, Plotting, Mileage, Etc. |

Total Contract Amount \$ 110,000

B.

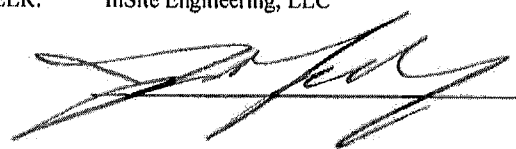
OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF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

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

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By: 

Title: _____

Title: _____

President

Date Signed: _____

Date Signed: 3/31/2020

License or Certificate No. and State

CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)

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 Calera) 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 and 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, and Smoke Testing Process. Contract #3 will be designed to be as close to a \$750,000 construction contract as possible.

This will be the initial step in the Buxahatchee Collection System Line 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 will include the following:

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

Assistance Required from Calera

In order to keep the cost as low as possible for the City of Calera 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)

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.
- 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 – 120 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 by ADEM and/or desired by the Owner.
- 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.

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

Contract #2 Sanitary Sewer System Rehabilitation Buxahatchee System

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

The City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Contract #2, Sanitary Sewer System
Rehabilitation Buxahatchee System ("Project").

Description of Engineer's Services: Work will include necessary field survey and 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. Desing will include liners, new line, manhole replacement, manhole rehabilitation, point repairs, 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 \$	61,500 Surveying, Design, Specifications for Rehabilitation
2.	A Lump Sum amount of \$	4,000 Bidding and Contracting Period Services.
3.	A Lump Sum amount of \$	40,000 Construction Administration and Inspection Services For up to 120 Days (4 months of Construction)
4.	A hourly amount no to exceed \$	4,500 Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
Total Contract Amount \$		110,000

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 Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By:  _____

Title: _____

Title: President

Date Signed: _____

Date Signed: 3/27/2020

License or Certificate No. and State CA #2736 E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)

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 Calera) 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 and 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, and Smoke Testing Process. Contract #2 will be designed to be as close to a \$750,000 construction contract as possible.

This will be the initial step in the Buxahatchee Collection System Line 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 will include the following:

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

Assistance Required from Calera

In order to keep the cost as low as possible for the City of Calera 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)

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.
- 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 – 120 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 by ADEM and/or desired by the Owner.
- 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.

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.

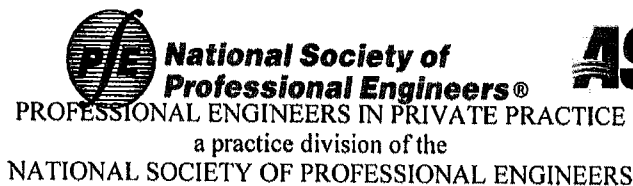
SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

FOR

Contract #1 Sanitary Sewer System Rehabilitation Trunk Sewer Replacement

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

The City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Contract #1, Trunk Sewer Replacement ("Project").

Description of Engineer's Services: Work will include necessary field survey and verification, design of new trunk sewer
Being approximately 2550 LF +/- (plan and specifications) in coordination with previous I & I reports, flow monitoring, calculations
And reviews, as well as hydraulic model, Includes bidding and contracting period services, Construction Administration
with resident observation and inspection service.

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 \$ | 58,000 | Surveying, Design, Specifications for New Truck Sewer |
| 2. | A Lump Sum amount of \$ | 4,000 | Bidding and Contracting Period Services. |
| 3. | A Lump Sum amount of \$ | 35,500 | Construction Administration and Inspection Services
For up to 90 Days (3 months of Construction) |
| 4. | A hourly amount no to exceed \$ | 4,500 | Reimbursable Expenses: Printing, Plotting, Mileage, Etc. |
| Total Contract Amount \$ | | 102,000 | |

B.

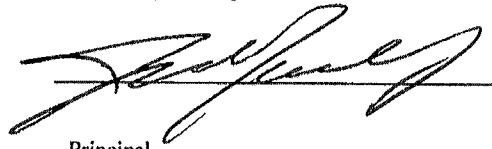
OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF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

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

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By:  _____

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: 3/16/2020 _____

License or Certificate No. and State CA #2736 E _____

Address for giving notices:

Address for giving notices:

5800 Feldspar Way

Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

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, 2019

(Replaces Schedule of Fees dated January 1, 2014)

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 Calera) 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

Field Survey and 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, Hydraulic Analysis, and Flow Monitoring Process. Contract #1 will be designed as the Main Trunk Sewer Replacement including approximately 2550 +/- LF and associated manholes.

This will be the initial step in the Buxahatchee Collection System Line Work. Multiple contracts and phases will be required to complete all necessary repairs on the Sanitary Sewer System.

Contract 1, Plans and Specifications for the following will be included:

- Replacement of necessary structurally deteriorated or damage trunk lines in a more suitable location
- Replacement of necessary structurally deteriorated manholes with new water tight manholes.
- Reconnection of a necessary services
- System reconnections
- Manhole grade adjustment of tie manholes as necessary.
- Other necessary rehabilitation methods as required

Assistance Required from Calera

In order to keep the cost as low as possible for the City of Calera 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 minor unknown utility relocation if found during construction. (water / gas)

4. Bidding and Contracting Period Services

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.
- 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 signing and distribution

5. Construction Period and Resident Observation Services (Lump Sum on a estimated 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 during construction.
- 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.



**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
Buxahatchee Wastewater Treatment Plant
Upgrades and Rehabilitation**

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

City of Calera, Alabama ("Owner")

and Insite Engineering LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Buxahatchee WWTP Upgrades and Rehabilitation ("Project").

Description of Engineer's Services: Engineer will provide specifications and documents necessary to construct

The Upgrades and Rehabilitation required for pumping, controls, screening, storage, treatment, etc. as previously outlined

In the options and cost utilized for the SRF loan. A more detailed scope of services is 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

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 amount of available funds in the engineers policy at the time of a the claim or the total amount of compensation received by Engineer, whichever is greater. (3) agree that any survey, structural, electrical, or geotechnical services 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 such services or any inaccuracies shall be borne fully by the specified consultant and that Engineer has no liability for such work. Consultant shall carry applicable insurance.

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. Using Procedures Set Forth In Paragraph 2.01, Owner Shall Pay Engineer as Follows (Monthly Progress Invoicing)**

1.	A Lump Sum Amount of	\$671,840	Design and Specifications (Survey, Geotechnical, Structural, Electrical, Mechanical, Architectural, Civil, Process, Design Engineering)
2.	A Lump Sum Amount of	\$6,500	Bidding / Contracting
3.	A Lump Sum Amount of	\$303,160	Construction Administration and Onsite Project Representative (Estimated 14 Months)
4.	Cost Plus 15%	\$8,500	Reimbursable Expenses (Est)
5.	Engineers Standard Fees / Rates Attached	Additional Service As Required	Any additional ADEM Meetings, Etc. Outside the Scope of Work

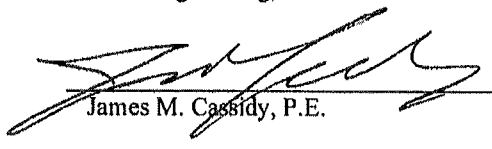
B, The Engineers compensation is conditioned on the time to complete the original design not exceeding 6 Months. If time should be extended beyond this point by the Engineers lack of effort the Engineer compensation shall be appropriately adjusted.

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

OWNER: City of Calera, Alabama

ENGINEER: InSite Engineering, LLC

By: _____

By: 
James M. Cassidy, P.E.

Title: _____

Title: President

Date Signed: _____

Date Signed: 3/30/2020

Alabama Certificate of Authorization No. CA-2736-E

Address for giving notices:

Address for giving notices:

5800 Feldspar Way
Hoover, Alabama 35244



APPENDIX 1

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	\$135.00
Sr. Professional Engineer	\$120.00
Professional Engineer	\$100.00
Engineer Intern	\$75.00
GIS/IT Engineer	\$120.00
GIS/IT Technician	\$75.00
Sr. Civil Designer	\$100.00
Civil Designer	\$75.00
CADD Technician	\$60.00
Administrative/Clerical	\$50.00
Resident Project Representative	\$55.00

Reimbursable Expenses	Rate/Hour
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, 2019

(Replaces Schedule of Fees dated January 1, 2014)



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 Calera, Alabama) 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. Detailed Design (Lump Sum)

Detailed Design shall include the following:

- Topographic and Boundary Survey
- Geotechnical Evaluation of Areas Necessary for New Structures, Ponds, Etc. Shall include recommendations for pavements, structures, footings, etc.
- Structural Design of all new concrete and metal structures. As well as any accessory buildings footings, ties, braces, and water bearing structures.
- Electrical Design of All heating, ventilation, and air conditioning of any panels, buildings, etc. Shall also include any SCADA and controls upgrades.
- Architectural Design of all new structures, buildings, etc. that require necessary approvals.
- Civil Design shall include piping, drainage, hydraulic, gradings, layout, flow, etc.
- Process Design shall include all treatment process revision in conversion with all Aqua Aerobics documentation and configurations.

After written authorization to proceed, the ENGINEER shall:

1. Engineer shall make field visits to plant as necessary to collect the survey data required to perform design and layout.
2. Engineer shall evaluate issues and problems related to screen, panels, valves, pumps, blowers, storage, hydraulics, layout, etc. as previously discussed with staff and management.
3. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to install the most beneficial long term solution for the update and rehabilitation. This shall



- include all piping, site layout, drains, water supply, equipment modifications or new equipment, buildings, structures, controls, etc. for a complete project.
4. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary electrical upgrades for the proposed improvements.
 5. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to specify the new controls.
 6. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to specify the new structural items.
 7. Engineer shall make field visits to plant as necessary to determine the layout and design of specifications for plans necessary to specify the new architectural items.
 8. Engineer shall prepare plans and specifications of the job capable of taking competitive bids.
 9. Engineer shall prepare all necessary details for the construction of the project.
 10. Provide Update Cost Options / Budgets as requested.
 11. Assist the owner in any necessary approvals with ADEM or other authorities
 12. Prepare contract and advertisements for bid.

Bidding and Contracting Services (Lump Sum)

During the Bid Period, the ENGINEER shall:

- i. Answer Bid Period questions from Contractors, and respond via addendum if necessary.
- ii. Attend a pre-bid conference, if such conference is deemed necessary by the Engineer.
- iii. Attend and manage the Bid Opening.
- iv. Make a written Recommendation of Award to the OWNER.
- v. Prepare and Assist with Execution of Contracts

The ENGINEER's services for the Bidding and Contracting Period will be complete upon signatures of the contracts by CONTRACTOR and OWNER.

4. Construction Observation (Lump Sum) – FULL TIME INSPECTOR (Based on 14 Month Construction Period).



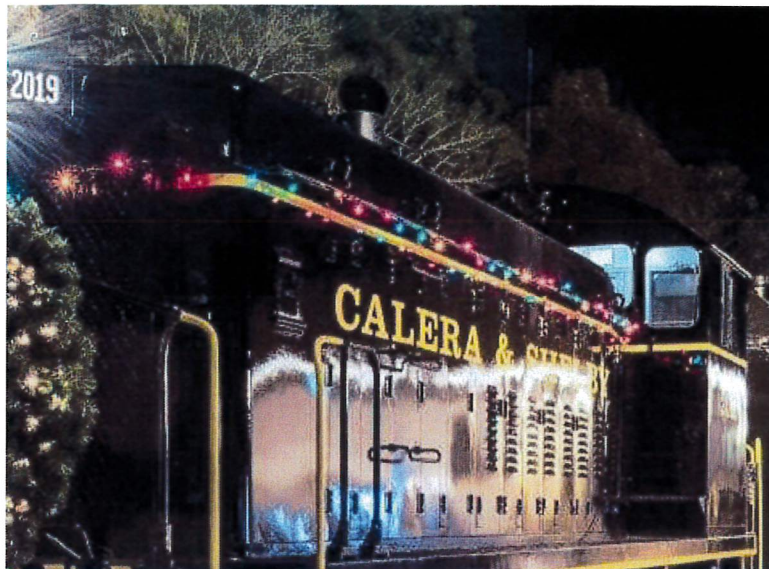
- A. During the Construction Phase, the ENGINEER shall:
- i. Attend and host pre-construction meeting(s).
 - ii. Make periodic reviews of construction as necessary to evaluate pay request and observe installation of the Contractors work and make recommendations to the OWNER.
 - iii. Provide Full time Resident Project Representative for the onsite construction period.
 - 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. Prepare as-built drawings based on contractor mark-ups.

5. Reimbursable Expenses

Reimbursable expenses incurred during the construction period are billed at actual cost plus 15%.

6. Additional Services

Requested Extra Services are subject to additional fees and reimbursable expenses set forth in our standard hourly rates.



Calera

SHELBY COUNTY | ALABAMA



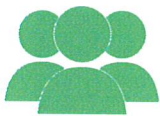
2021 COMMUNITY PROFILE



City of Calera

SHELBY COUNTY | ALABAMA

Consistently ranked one of the fastest growing cities in Alabama, Calera is bursting with potential! A suburb of the Birmingham-Hoover MSA, Calera is situated on I-65 and benefits from location and convenience while offering a variety of housing options and excellent schools. The Shelby County Airport paired with interstate access at three exits generate development opportunities that result in a diverse economy and strong employment base. The City is also home to Corbin Farms Winery, Ozan Winery & Vineyards, The Heart of Dixie Railroad Museum, Timberline Golf Course and a sports complex that hosts tournaments throughout the year. Calera's focus on downtown revitalization and recent adoption of a comprehensive plan further demonstrate why this community is eager to explore new opportunities!



16,494

City
Population



13,152

City Daytime
Population



\$60,519

City Median
Household Income



31%

City Bachelor
Degree or Higher

Source: 2021 | ESRI

Median Disposable HH Income

\$40,561

Alabama

\$51,303

Calera

\$51,505

USA

1,757

New Homes
Projected by
2026



27%

Population
Increase Since
2010



ESRI Tapestry Segments

Middleburg

46%

Up & Coming
Families

25%

Down
The Road

14%

Major Employers



463



382



305



183



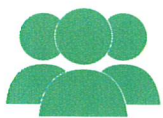
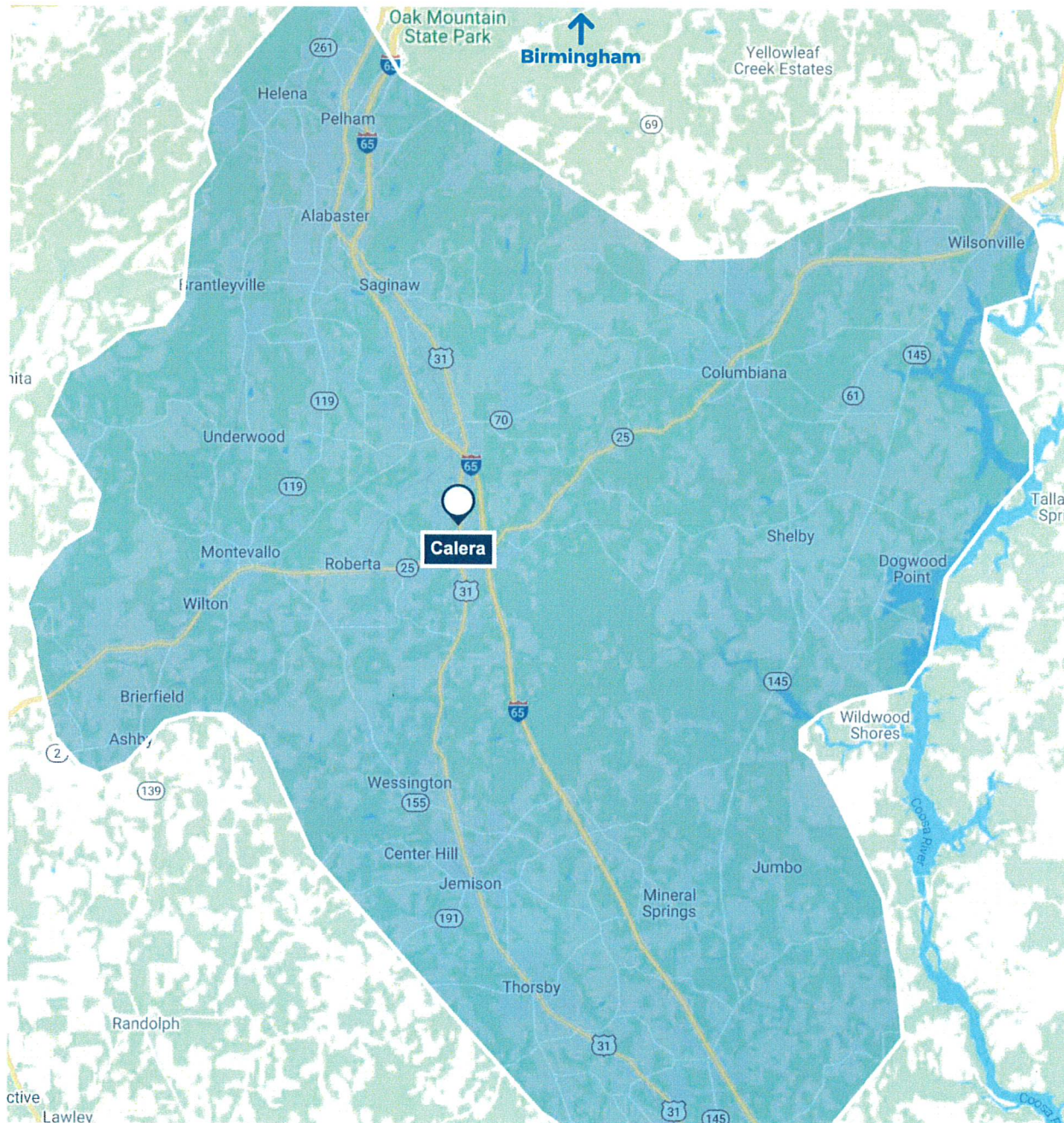
121



130

Calera Trade Area

SHELBY COUNTY | ALABAMA



140,977

Trade Area
Population



128,152

Trade Area Daytime
Population



\$66,218

Trade Area Median
Household Income



18%

Trade Area Bachelor
Degree or Higher

Source: 2021 | The Retail Coach | Mobile Mapping Data

Calera Retail & Traffic

SHELBY COUNTY | ALABAMA



Melody Whitten

Director of Development | 58 INC.

(256) 558-4747

mwhitten@58inc.org

www.58inc.org



Shelby County

Economic Development Corporation