

**Resolution 2021-R-02**

**BE IT RESOLVED** by the City Council of the City of Irondale that the City approves Sain Associates to provide engineering for the Transportation Alternatives Program (TAP) Project for \$129,710.00.

**ADOPTED & APPROVED:** This 20th day of January 2021

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James D. Stewart, Jr., Mayor

**CERTIFICATION**

I, Frank Pennington., Acting City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on January 20, 2020, as same appears in the minutes of record of said meeting.

**ATTESTED:**

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Frank Pennington, Acting City Clerk

# **Exhibit A**



**SAIN**  
ASSOCIATES

January 14, 2021

Mayor James Stewart  
101 20<sup>th</sup> Street South  
Irondale, AL 35210

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Telephone: (205) 940-6420  
[www.sain.com](http://www.sain.com)

SUBJECT: Irondale TAP Project  
SA Project #20-0075

Dear Mayor:

We appreciate the opportunity to submit this proposal for surveying and engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

#### General Project Understanding

The following understanding is based on the 2021 Transportation Alternatives Program (TAP) application prepared for the project, as well as our previous experience with ALDOT on their requirements for TAP projects:

- The City of Irondale has received a TAP grant to complete the project, and review of this project will flow through ALDOT, as well as the City.
- Our experience with TAP grants has involved three separate reviews with ALDOT, rather than their more extensive review process, and we have scoped this proposal to reflect the three reviews.
- The intent of the project will be to reconstruct non-ADA compliant sidewalks or add new sidewalks along the following roadways:
  - 16<sup>th</sup> Street S from just north of 2<sup>nd</sup> Avenue S to 5<sup>th</sup> Avenue S
  - 2<sup>nd</sup> Avenue S from 16<sup>th</sup> Street S to 20<sup>th</sup> Street S
  - 20<sup>th</sup> Street S from 1<sup>st</sup> Avenue S to 2<sup>nd</sup> Avenue S
  - 5<sup>th</sup> Avenue S from 16<sup>th</sup> Street S to 17<sup>th</sup> Street S
- The sidewalk crosses the existing railroad tracks on 2<sup>nd</sup> Avenue S. The intent is to remove the existing asphalt serving as the pedestrian pathway as it is non-ADA compliant. It will be replaced with a smooth concrete sidewalk up to 4' of the existing rails. The railroad requires the pedestrian pathway to be asphalt from 4' outside the rails and between the rails. The railroad will perform the necessary tie work. The City and Sain met with Omnitrax (the railroad owner) and they expressed the railroad agrees with the project and will work with the City on getting this improvement approved through them.
- The intent is to construct the sidewalk in the same location as the existing sidewalk, which is within the City's right-of-way. However, in some locations, it is possible the construction of the new sidewalk may encroach outside the City's right-of-way in order to meet ADA standards. Since it is not yet known whether this project will require additional right-of-way or temporary construction easements, this scope of work excludes all work associated with property or easement acquisitions. If it is determined acquisitions are required, we will perform those services under a supplemental agreement with the City.



- ALDOT will prepare the required environmental document, which is expected to be a Programmatic Categorical Exclusion based on the intent of the project being constructed within the City's right-of-way. However, if additional right-of-way or temporary construction acquisitions become necessary, the level of environmental document may be increased, and environmental technical studies may be required. Since it is not yet known whether this project will require additional right-of-way or temporary construction easements, this scope of work excludes all environmental work. After the 30% plan review, ALDOT will confirm the level of environmental document. If additional environmental work is needed, beyond what ALDOT is intending to perform, we will perform those services under a supplemental agreement with the City.
- In some locations, the existing curb and gutter will be replaced to accommodate the new sidewalk. If the replacement of the existing curb and gutter affects the existing drainage structures, those structures will be replaced. Evaluation of the existing drainage or analysis for a new drainage system is not included in this scope of work.
- Potential utility conflicts exist along the corridor. In the design project, Sain will attempt to avoid impacts to these utilities. However, Sain will coordinate with these utility owners, and if utility relocations are necessary, will work with affected owners to include any relocation plans to be prepared by each owner. Sain's design of utility relocations is not included within this scope but may be provided under a supplemental agreement if requested by the City.
- Sain will prepare contract documents for the project and will assist with advertising and bidding the project. ALDOT specifications will be utilized as the technical specifications for the work, and all bids received for the project will need to be reviewed by ALDOT.
- If desired by the City, Sain will be available to perform Construction Engineering and Inspection (CE&I) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.
- This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. We will coordinate this submittal with the City as the Permittee. ADEM requires the Permittee to create an account on their website, and we will assist you through this process if needed. The plans will require the contractor to transfer the permit from the City to his name.

#### Scope of Services

Sain Associates will provide the following scope of services:

#### **Topographic Survey**

Field locations will be gathered in order to establish Topographic and Right-of-Way locations on 16<sup>th</sup> Street, 20<sup>th</sup> Street, 2<sup>nd</sup> Avenue, and 5<sup>th</sup> Avenue in the City of Irondale, Alabama. Details of the limits are indicated in blue on the attached Exhibits A – E.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees. Utility locate request will be made to Alabama 811 to have underground utilities within



the project corridor identified and marked. Once or if the underground utilities have been marked we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators contracted with the Alabama 811 often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition utility locators contracted with Alabama 811 often refuse to mark underground utilities for corridor surveys. If after five days the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within five days of the second ticket request a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. We will perform research with the Jefferson County Judge of Probate in order to obtain Right-of-Way information throughout the survey corridor. Those documents along with field monumentation will be used to establish the existing Rights-of-Way throughout the survey corridor.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (Alabama East Zone). Elevations will be based on NAVD88 Datum.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8i format.

### **Construction Documents**

The construction plans will include the following, which are typically required for ALDOT approval: Title Sheet; Index/Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan (at a scale of 1"=50'), Roadway Profiles (if necessary), Striping Plan, Traffic Control Plan, Erosion Control Plan, Drainage Profiles (if necessary), Cross Sections (at 50' spacing), Utility Relocation Plans (if provided by utility owners), and Details. We will reference ALDOT technical specifications in our design.

We will submit our design plans to and coordinate with the City, ALDOT, and ADEM (if necessary) regarding the proposed improvements. We will address comments if required by governing authority review and resubmit for their approval. We do not anticipate any public hearings and have excluded this coordination and attendance at any public meetings. If the disturbance is over 1 acre, we will prepare the required submittal package to ADEM for issuance of an NPDES permit. We will coordinate with the City for this submittal, and we will address comments as needed to obtain approval. We will coordinate with respective utility companies for adjustments of existing utilities impacted by this project. We anticipate ALDOT approval will involve three separate submittal packages. Once the survey is complete, we will prepare a preliminary layout to qualify as a 30% complete design for submittal to ALDOT. ALDOT will review the project's impact to the right-of-way. If the project requires property or easement acquisitions, ALDOT may require additional environmental studies and more in-depth environmental document. These will be prepared under a supplemental agreement with the City. In addition to the 30% plan submittal, we will also submit PS&E (approximately 85% complete plans) and



Final 100% complete plans to ALDOT for review and approval. Their review will also require a construction cost estimate with each plan review. Should ALDOT require a more extensive review process, we will require a supplemental proposal for this process.

#### **Railroad Coordination**

Once the 30% complete plan are prepared, Sain will submit to the railroad owner (Omnitrax) to begin the coordination process with them. We expect their will be several submittals to them to satisfy their requirements. We have also budgeted one meeting and general coordination with them.

#### **Contract Documents, Advertising and Bidding**

Sain will prepare contract documents necessary for the project. We will utilize the Engineers Joint Contract Documents Committee (EJCDC) or the American Institute of Architects (AIA) standard documents for the front-end documents, contract, and general conditions. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents.

Sain will prepare an advertisement for bids to be advertised in newspapers and handle the coordination to have the advertisement published. If the construction estimate is in excess of \$500,000, the project will be advertised in three newspapers of general circulation throughout the state at least once and for three consecutive weeks in a newspaper in circulation in the County to satisfy state bid law. As part of this task, Sain will respond to contractor's requests for information (RFIs), conduct a Pre-Bid meeting if needed, attend the bid opening, tabulate and review the bids to then recommend awarding the contact.

#### Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: environmental technical studies, environmental document, setting missing or calculated property corners; researching or drawing property ownership or lines; title reviews or research; setting metal caps for control; staking or setting centerline points; utilizing ALDOT procedures from the ALDOT survey manual to set the horizontal and vertical control; ALTA or Boundary survey; the cost of filing fees for permits and approvals; public meetings or hearings; traffic impact studies; zoning activities; geotechnical studies; permitting not specifically included within this scope; design of utility relocations; staking for utility relocation; signal design; lighting design; retaining wall design; traffic impact studies; traffic count data collection and analysis; traffic signal warrant evaluation; traffic signal pole and foundation structural design services; installation and fine tuning of traffic signal timings; public meetings or hearings; landscaping design; ALDOT permitting; boundary surveys; platting and/or subdivision coordination; construction stakeout; sanitary sewer lift station design; full time CE&I (inspections); stormwater inspections during construction; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.



Fees

We propose to provide the above described services based on the following fee schedule:

Topographic Survey .....	Lump Sum \$20,560
Construction Documents .....	Lump Sum \$93,050
Railroad Coordination .....	Lump Sum \$6,100
Contract Documents, Advertising and Bidding .....	Lump Sum \$10,000
 Total Estimated Budget.....	 \$129,710

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees. The ADEM permit fee, if necessary, is also included in the above fees. Fees associated with the railroad such as surveying in their right-of-way, plan reviews, permitting, etc. are not included and will be the responsibility of the City.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).



Schedule

We are prepared to begin work immediately upon your approval of this agreement.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Handwritten signature of Nathan Currie in black ink.

Nathan Currie, P.E.  
Project Manager  
AL No. 32400

Enclosures:  
Survey Exhibits  
Sain Terms & Conditions (sch. 2021)

OFFERED:  
SAIN ASSOCIATES, INC.  
BY: Alicia Bailey, P.E. / Principal/Owner / AL No.  
26339

Handwritten signature of Alicia Bailey in black ink.

\_\_\_\_\_  
Signature of Authorized Representative

Date: 1/14/21

ACCEPTED:  
CITY OF IRONDALE

BY: \_\_\_\_\_  
Signature of Authorized Representative

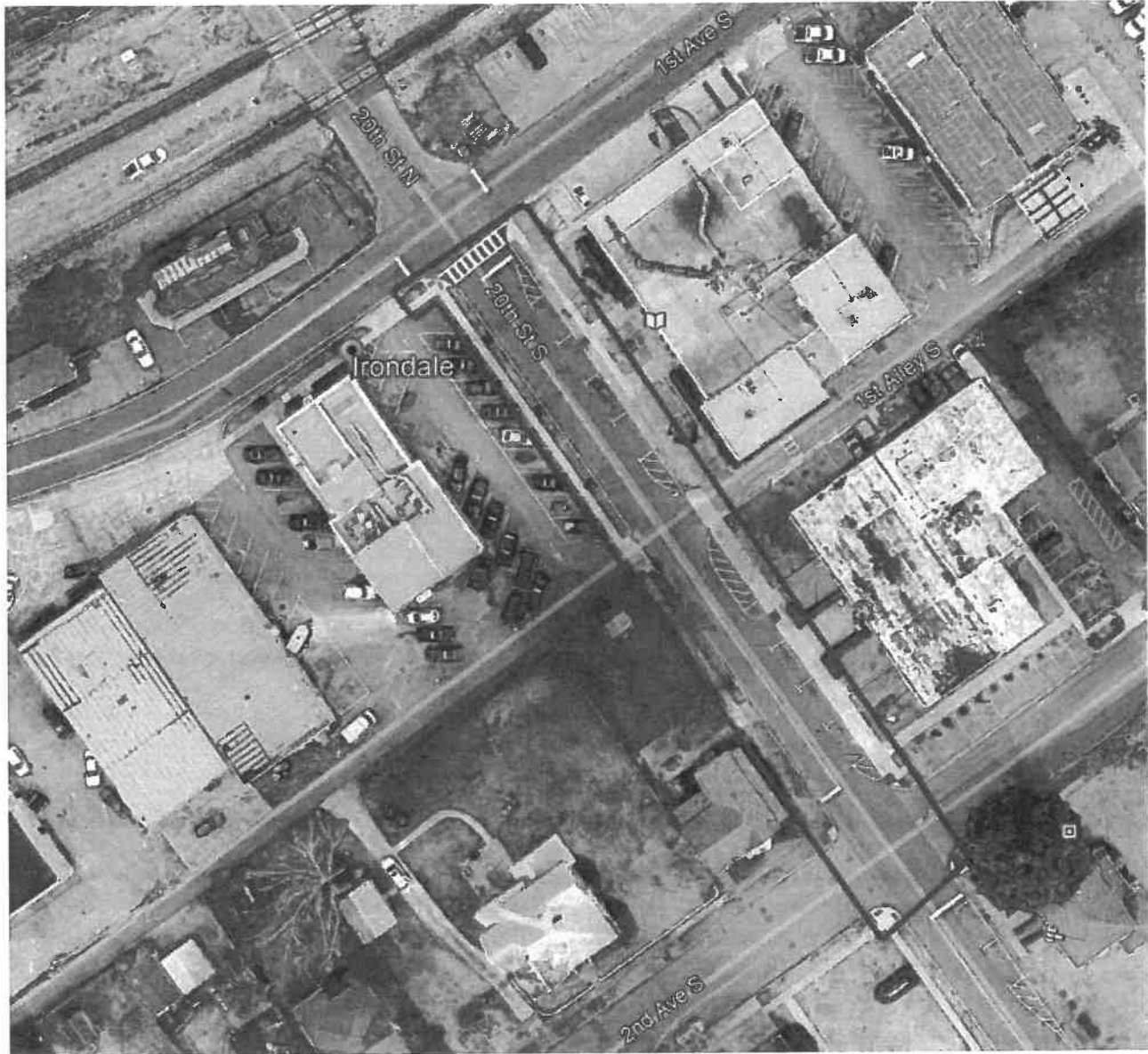
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Print Name & Title

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





**EXHIBIT A**



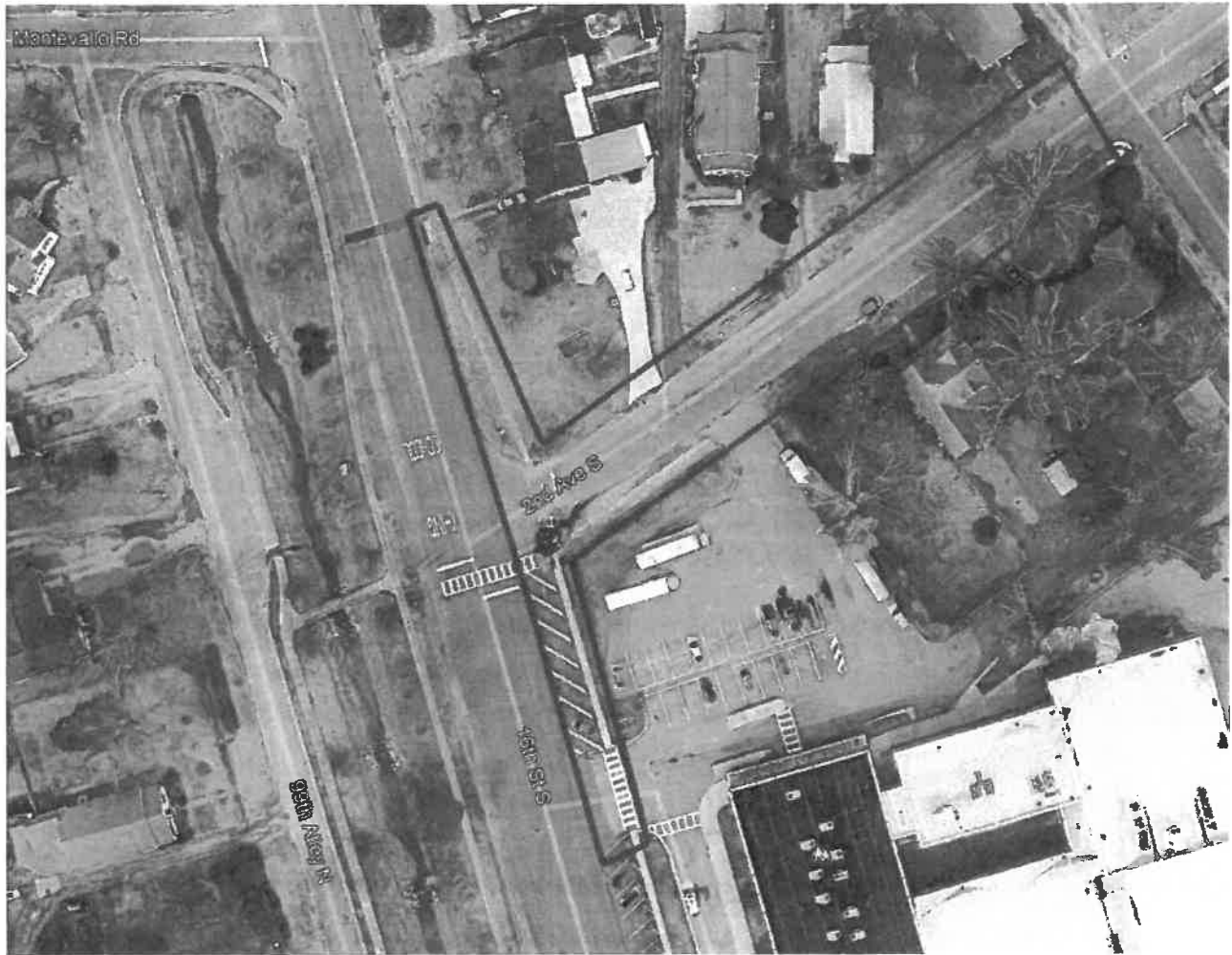


**EXHIBIT B**



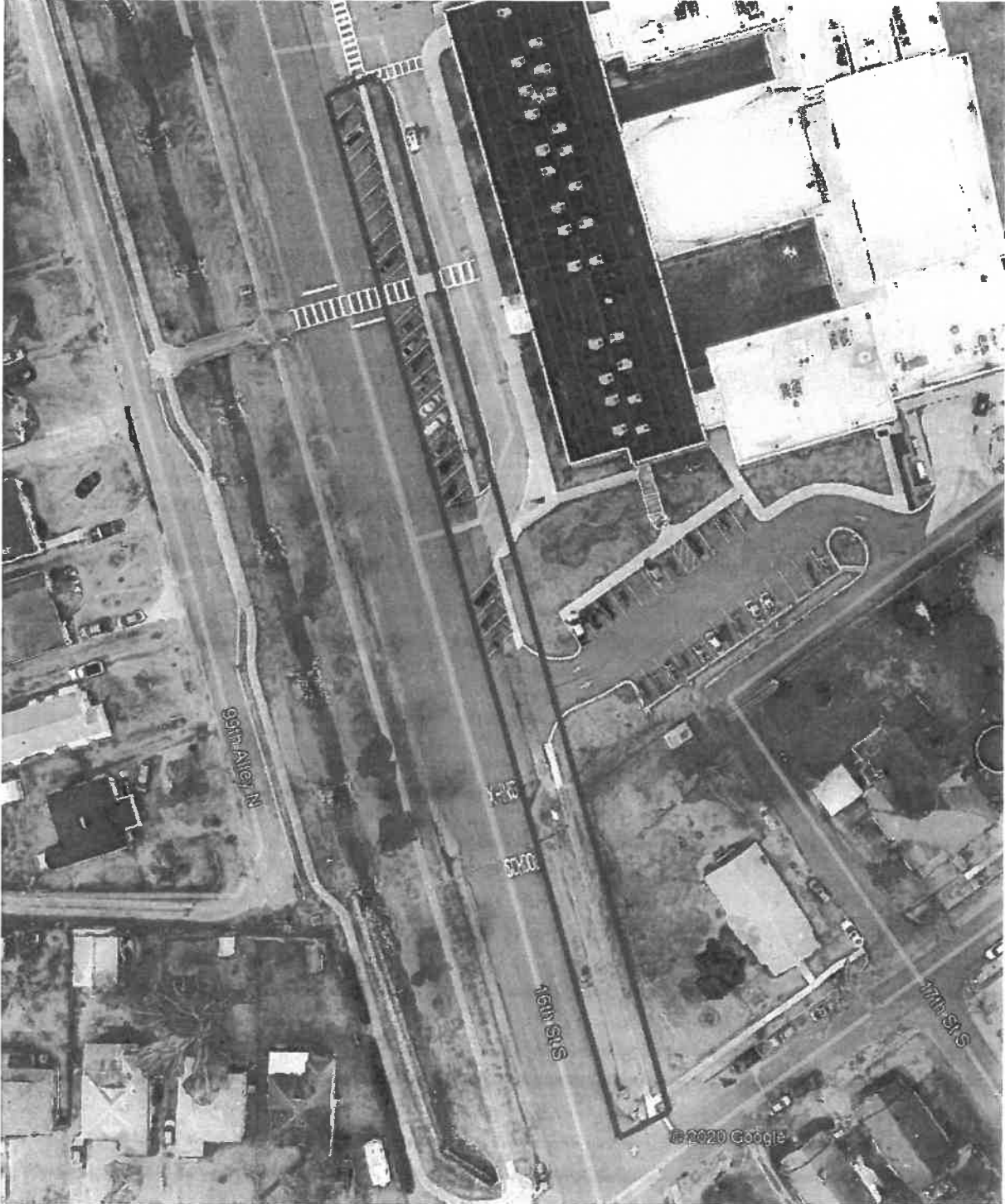


**EXHIBIT C**





**EXHIBIT D**





**EXHIBIT E**





# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

### Rates:

Principal .....	\$180.00 - \$250.00 per Hour
Engineer/Planner .....	\$98.00 - \$144.00 per Hour
Senior Engineer .....	\$150.00 - \$200.00 per Hour
GIS Professional .....	\$120.00 - \$133.00 per Hour
Designer .....	\$87.00 - \$122.00 per Hour
Surveyor .....	\$93.00 - \$130.00 per Hour
Survey Crew (1-Person) .....	\$90.00 per Hour
Survey Crew (1-Person + Robot) .....	\$140.00 per Hour
Survey Crew (2-Person) .....	\$140.00 - \$160.00 per Hour
Survey Crew (3-Person) .....	\$180.00 - \$195.00 per Hour
Survey Per Diem .....	\$150.00 per person per Night
Level 1 Inspector .....	\$75.00 - \$90.00 per Hour
Level 2 Inspector .....	\$80.00 - \$95.00 per Hour
Administrative Support .....	\$60.00 - \$75.00 per Hour

### Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Sain will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Sain may elect to seek assistance in collection of accounts in excess of 120 days in which case you will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. We reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

### AI Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

### Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

### Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations.

### Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

### Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

### Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

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### **Dispute Resolution**

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

### **Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### **Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

### **Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 20211

