



**BARTER & ASSOCIATES, INC.**  
Structural Engineers

**An Agreement for the Provision of Limited Professional Services**  
August 19, 2020

**Structural Engineer of Record:**

Barter & Associates, Inc.  
1614 Government St.  
Mobile, Alabama 36604

**Client:**

City of Gulf Shores  
P.O. Box 299  
Gulf Shores, AL 36547

**Project Name: ATC-45 Inspection of Residential Structures Post Hurricane**

**Location: Gulf Shores, Alabama**

**Term of Agreement: August 20, 2020 through August 19, 2023**

**Scope of Services:**

Barter & Associates, Inc. will provide technical personnel as needed to inspect residential and commercial structures within the city limits of Gulf Shores as requested. Inspections shall be made in accordance with the Applied Technology Council document ATC-45 and posting placed accordingly. All work will be carried out by employees of Barter & Associates or subcontract personnel hired as necessary to perform the work in a timely manner.

Barter & Associates, Inc. understands that time is of the essence and, following a storm and a notice to proceed, agrees to provide the services of management level personnel within 24 hours of the passing of the storm and to begin building assessments with 72 hours of the storm's passing.

Barter & Associates will provide the City of Gulf Shores with documentation of the inspections in the form of written reports on each structure. In addition, these reports will be provided in an electronic format suitable for inclusion in the City of Gulf Shores web site.

**Fee Arrangement:**

All charges will be invoiced on an hourly basis in accordance with the following fee schedule, which will be adjusted annually to match the published B&A rates for that calendar year:

## **2020 Hourly Rates:**

|                      |               |
|----------------------|---------------|
| Principal            | \$205.00/Hr.  |
| Senior Engineer      | \$165.00/Hr.  |
| Junior Engineer      | \$125.00/Hr.  |
| Clerical             | \$ 70.00/Hr.  |
| Automobile Mileage   | \$.60/mile    |
| Subcontract Services | Cost Plus 10% |

All travel expenses related to the performance of this work shall be considered "Reimbursable Expenses". Such expenses shall include airline travel, meals, incidentals, and lodging. In addition, costs for printing and supplies shall likewise be considered reimbursable. Reimbursable expenses and Subcontract Expenses shall be charged at 1.1 times the incurred expense.

## **Billings/Payments:**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date. A service charge will be charged at 1% per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

## **Special Conditions:**

The Client understands that emergency conditions exist due to the hurricane. The Client further recognizes that time and circumstances do not permit the Consultant to perform his or her services with the degree of skill and care normally provided under non-emergency circumstances. The Client desires, however, to have the Consultant use reasonable efforts to perform his or her services under these emergency conditions. In consideration of the substantial risks to the Consultant in performing these emergency services for or on behalf of the Client, the Client agrees to the fullest extent permitted by law to indemnify and hold harmless the Consultant against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the Consultants providing emergency services on behalf of the Client excepting only those damages, liabilities or costs arising directly from the negligence or willful misconduct of the Consultant.

In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these emergency

services.

The Client acknowledges that (1) the Consultant has discussed the risks and difficulties of performing services under the existing emergency conditions; (2) the Client is aware of the legal implications of agreeing to the waiver and indemnity provisions; and (3) the Client enters into this Agreement freely and without reservation.

**Insurance:**

Barter & Associates, Inc. and its subcontractors shall maintain the minimum following coverages:

**Errors and Omissions Insurance:**

\$1,000,000.00 per incident  
\$2,000,000.00 aggregate in one year

**Workman' Compensation:**

Statutory plus \$1,000,000.00/\$1,000,000.00/\$1,000,000.00

**Automobile Coverage:**

Combined Limits \$2,000,000.00

**General Liability Coverage:**

\$2,000,000.00  
\$4,000,000.00  
City of Gulf Shores named as additional insured.

Offered by **Barter & Associates, Inc.:**

Accepted by **City of Gulf Shores:**



\_\_\_\_\_  
(signature)

Marc S. Barter/President  
(printed name/title)

\_\_\_\_\_  
(signature)

Robert Craft, Mayor  
(printed name/title)