APPROVED AS TO FORM

Office of the City Attorney

Prepared By: GB
Requested: Projects Comte
Presentation on: 04/16/2013
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING CONTRACT FOR ENGINEERING AND RELATED SERVICES WITH ALMON ASSOCIATES FOR THE 10TH AVENUE CITY WALK AND ROADWAY IMPROVEMENT PROJECT (A13-0229)

BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

That the Mayor be, and he is hereby authorized to execute a contract between the City of Tuscaloosa and the professional engineering firm of Almon Associates, Inc. for engineering and related services in regard to the 10th Avenue City Walk and Roadway Improvement Project in an amount not to exceed $ 193,000 by, and as an act for and on behalf of the City of Tuscaloosa and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: ☒ Yes ☐ No

22817160-12052-8000

By: _____
Finance Director

COUNCIL ACTION

Resolution ✓
Ordinance
Introduced
Passed 4-16-13
2nd Reading
Unanimous
Failed
Tabled
Amended
Comments:

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

AGREEMENT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF TUSCALOOSA, ALABAMA, FOR 10TH AVENUE CITY WALK AND ROADWAY IMPROVEMENTS WITH ALMON ASSOCIATES

(A13-0229)

WHEREAS, the City of Tuscaloosa wishes to enter into a contract with Almon Associates, Inc. for the 10th Avenue City Walk and Roadway Improvements Project from Greensboro Avenue to 15th Sreet; and,

WHEREAS, the purpose of this Conceptual Design Task shall be to more succinctly define total project costs, additional right-of-way needs, and other projects parameters to include, but are not limited to, preparation of an Environmental Assessment of the proposed improvements and coordination of such with the other disaster recovery projects currently underway within the City; and,

WHEREAS, the City of Tuscaloosa and the engineering firm designated herein, desire to enter into an agreement to furnish engineering and related services to the City for the Project described herein.

W-I-T-N-E-S-S-E-T-H:

THIS AGREEMENT is made and entered into on this the 26th day of April, 2013, by and between the City of Tuscaloosa, Alabama, a Municipal Corporation, Post Office Box 2089, Tuscaloosa, Alabama, 35403, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of Almon Associates, Inc., a professional engineering corporation, located at 2008 12th Street, Tuscaloosa, Alabama 35401, hereinafter referred to as the "ENGINEER," whereby the ENGINEER will provide engineering and related services in the form of studies, evaluations, inspections and reports as described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services consisting of studies, evaluations, inspections, recommendations and reports to be provided by the ENGINEER to the OWNER are as follows:

CONCEPTUAL DESIGN PHASE;

- Perform topographic and utility survey along 10th Avenue from approximately Greensboro Avenue to 15th Street and along 29th Street from 10th Avenue to approximately Harmon Park. The width of the topographic and utility survey to include the right-of-way extents of each roadway plus 20-feet outside and adjacent to each right-of-way.
- Prepare typical Roadway/City Walk cross sections of desired improvements to establish minimum right-of-way constraints.
- Prepare preliminary horizontal roadway alignment options to determine necessary additional right-of-way needs for the project.
- Review with City representatives existing water and sanitary sewer infrastructure sizes and conditions for potential rehabilitation needs
- Coordinate with Alabama Power, ALAGASCO, AT&T, Comcast Cable, TDOT and other utilities that may be affected for potential re-alignment and potential for moving utilities underground.
- Prepare environmental documentation/maps, etc. and coordinate with affected federal and state agencies for an Environmental Assessment of the proposed improvements in accordance with HUD Title 24 regulations. Plan to utilize the services of TTL, Inc. to complete this task. Included in this task is attendance at environmental coordination meeting and local public involvement meetings of consultant and sub-consultant.
- Conduct geotechnical investigation of existing paved roadway to determine structural stability and areas immediately adjacent to the roadway to determine soil conditions. Plan to utilize the services of TTL, Inc. for this task. A geotechnical report of the investigation results will be provided, suitable for inclusion in final design documents.

- Prepare estimates of probable construction cost for the various options for review by City officials. The purpose of this Conceptual Design Phase is to more succinctly define total project costs, additional right-of-way needs and other project parameters.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled "Scope of Engineering Services—City of Tuscaloosa 10th Avenue City Walk and Roadway Improvements" dated March 8, 2013, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

NOTE: This Agreement does not contemplate nor encompass the provision of engineering and related services to OWNER for the actual design and/or construction of any public works project. Should a public works project subsequently be conducted by OWNER in regard to the project, this Agreement will not be utilized to provide engineering services in regard thereto, although the work product may be so utilized. The OWNER reserves the right to engage the services of any qualified engineer on all or any part of such project without regard to the services previously provided herein by ENGINEER.

ARTICLE 2. BASIS OF COMPENSATION

As consideration for providing the services enumerated and referenced in Article 1, the OWNER shall pay the ENGINEER in the following manner:

A. COMPENSATION

Compensation to ENGINEER shall be at an hourly rate in accordance with the ENGINEER's Per Diem Hourly Rate Schedule (Hourly Rate) attached hereto as Exhibit B, subject to the maximum stated herein. Hourly rates are to be billed at fifteen (15) minute increments. (For example, if a task were to consume 25 minutes, it will be billed as 30 minutes). For Engineers with offices more than 30 miles from the corporate limits of the City of Tuscaloosa, travel time will be billed as part of compensation but at no more than eighty percent (80%) of actual travel time from ENGINEER's offices to OWNER's designated sites.

The total compensation to ENGINEER for all the services as stated in Article 1 shall not exceed $ 193,000.00 .

The amount invoiced each month will be in accordance with the Hourly Rate Schedule reflected in Exhibit B plus direct expenses incurred for the Project. Upon OWNER's request, when billing for services to be compensated on an hourly rate basis, ENGINEER shall submit timesheets or other documentation satisfactory to OWNER to support said fee. The full hourly rate shall only be charged while the ENGINEER is actively providing services.

Hourly Rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth on Exhibit B. These rates encompass all elements of compensation and indirect expense including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index.

That, for the purpose of defining general overhead, general overhead costs are defined as a percentage of all firmwide direct salaries on all client projects necessary to cover salary overhead, defined as all firmwide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and expenses, and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

The ENGINEER shall obtain a business license from the City as otherwise required by law of all business activity within the city or its police jurisdiction. The cost of such license shall be part of the ENGINEERS general overhead.

B. DIRECT EXPENSES

That, the ENGINEER'S Direct Expenses are defined as the reasonable costs incurred on or directly for the PROJECT by the ENGINEER, other than the per diem hourly rate (as defined hereinbefore). Such Direct Expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct Expenses shall include, but not be limited to reasonable expenses for: necessary transportation costs,

including mileage when the ENGINEER'S own automobiles are used; meals and lodging; laboratory tests and analyses; computer services; telephone; printing; binding; and all costs associated with subconsultants, and other outside services and facilities. Meals and lodging and transportation costs shall be in accordance with the current reimbursement policy used by the OWNER'S personnel.

C. COST ADJUSTMENT

(1) The ENGINEER will complete the work described herein within the total cost established and will keep the OWNER informed of progress. The ENGINEER shall keep the OWNER advised as the Work proceeds regarding any factors, occurrences, or developments, that may necessitate modifications, or revisions of the original Scope of Services.

(2) In the event that services started in the Scope of Services cannot, in the ENGINEER'S opinion, be completed within the total cost, the ENGINEER will inform the OWNER in a timely manner of the additional estimated amounts considered necessary to complete the services as may be added in scope by mutual agreement, so that a new total cost may be authorized by the OWNER through an Amendment to this Agreement.

(3) Basis of Costs

The total cost listed herein at Article 2, Subsection A, is based on salaries and expenses for performing services during the calendar year 2013. Should the services scheduled be delayed beyond completion date because of circumstances beyond the control of the ENGINEER, the basis of payment may be renegotiated to provide for additional costs of services through an Amendment to this Agreement as herein provided.

(4) Suspension, Delay, or Interruption of Work

The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the ENGINEER, the ENGINEER shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the ENGINEER'S performance under this Agreement, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this Agreement as herein provided.

D. LITIGATION ASSISTANCE

The scope and extent of engineering services to be provided under this Agreement does not include costs of the ENGINEER for required or requested assistance to

support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties to this Agreement. However, documents, studies and any data or information or any other instrument of service otherwise resulting from the performance of the Agreement by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

If litigation assistance services are requested by the OWNER, the ENGINEER will provide the same and shall be compensated on a cost reimbursable basis in accordance with Article 2 and 3.

E. TIME OF COMPLETION; LIQUIDATED DAMAGES

That, the ENGINEER shall substantially complete all work and provide final instruments of service to OWNER on the project within ninety (90) calendar days. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred Fifty and No/100 Dollars ($250.00) per business day beyond the specified date that the work remains substantially uncompleted.

The above provisions are contingent upon persons or agencies, not under the ENGINEER'S control, furnishing or completing reviews, approvals, information and work in conformance with the schedule to be prepared by the ENGINEER.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the ENGINEER, as prescribed in ARTICLE 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described and referenced in Article 1 payment is due within thirty (30) days of receipt of billing, for services rendered during the month. The OWNER shall be invoiced monthly by ENGINEER. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

ENGINEER will endeavor to schedule and coordinate expenses, especially those associated with travel, in such a manner as to combine services for each trip to OWNER's site, meeting, etc.

Each invoice of ENGINEER shall specify the contract number in regard to which the services have been performed.

ENGINEER will invoice expenses separately from services and by reference to contract number.

OWNER will remit payment to ENGINEER within thirty (30) days from receipt of invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by ENGINEER.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested, and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1-1/2 percent) per month and become due and payable at the time said overdue payments are made, subject to the OWNER's right to contest an invoice.

D. EXCEPTION

No invoice or expense shall be payable if it violates applicable regulations of a State or Federal agency that is providing all or a portion of the funds or is not approved by such State or Federal agencies for payment, in which case ENGINEER shall reimburse the City any sums erroneously paid. Under such circumstances, ENGINEER shall take the necessary measures to insure that any such violations are rectified.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

It is further mutually agreed by the parties hereto:

A. **ENGINEER** shall perform services for the OWNER as stated in and referenced by Article 1 hereof.

B. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

That the opinions of cost, financial analyses, economic feasibility projections, and estimated completion schedules for the Scope of Services provided for herein or requested by the OWNER are to be prepared by the ENGINEER for the OWNER'S use through exercise of the ENGINEER'S experience and judgment in applying presently available cost, pricing, or other data.

While the OWNER shall have the right to reasonably rely upon such information as a reasonable approximation or estimate based upon the professional judgment and services of the ENGINEER, it is recognized that the ENGINEER has no control over cost or price of labor and materials; unknown or latent condition of existing equipment or structures which may affect O&M costs; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that the ENGINEER may have no control over the quality, type, management, or direction of operating personnel and has no control over other economic and operational factors which may materially affect the ultimate cost or schedule of work or projects undertaken by OWNER subsequent to and based upon ENGINEER'S study.

Therefore, while the ENGINEER does represent to the OWNER that such information represents the best professional judgment of the ENGINEER as a reasonable estimate or approximation, it does not warrant that the actual, financial cost or schedules will not reflect some relative degree of variance from the ENGINEER'S opinions of cost, financial analyses, economic feasibility projections, and estimated completion scheduled.

C. LEVEL OF COMPETENCE

That, the ENGINEER shall be responsible, to the level of competence presently maintained by other practicing professional organizations engaged in the same type of professional personal services in the southeastern United States, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.

D. PUBLIC PROJECTS COMMITTEE MEETINGS

The ENGINEER or a representative of ENGINEER shall attend meetings as necessary with the OWNER and/or any other Engineers working on the Project to discuss Project status, progress, submittals to State or Federal Agencies, etc., and other Project related matters on a weekly basis.

During the term of this agreement, ENGINEER shall attend at least one meeting per month of the OWNER'S Public Projects Committee to brief the members thereof on the progress of the project.

E. REPORTS, INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

Periodic Reports: ENGINEER shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the City's representative. During the course of providing services, the ENGINEER shall furnish the City, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the project. Such a request shall be reasonable and within normal business practices for such work.

Final Plans and Reports: The final plans, drawings, specifications, periodic reports, final reports or other documents generated by the ENGINEER as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Tuscaloosa as OWNER. As instruments of service such documents may be used by the OWNER in subsequent phases of the project or program which is the subject of this Agreement, for future improvements, repairs or expansions of and connections to the project or program, on subsequent projects or programs utilizing in whole or in part information or data in the instruments of service of the ENGINEER and also for reference and other information on other projects or programs all without any further compensation to or approval by the ENGINEER. The OWNER may also make submissions or distributions of any such instruments of service of the ENGINEER to meet official regulatory requirements or for other purposes in connection with the operations or business of the OWNER without any further compensation to or approval by the ENGINEER. The ENGINEER shall take the necessary measures to insure that the OWNER has the same rights as regards all subconsultants' instruments of service.

City Logo and Name: The ENGINEER shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

Critical Infrastructure information: Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the ENGINEER its officers, agents, employees or any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section and Tuscaloosa City Code §2-4(d) which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the OWNER.

Ownership of Non Instruments of Service: With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed by the ENGINEER during the course of this agreement such as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the OWNER which shall belong exclusively to the ENGINEER or its subconsultants. The ENGINEER shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the OWNER will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of ENGINEER.

Provided; however, the OWNER is granted a perpetual license by ENGINEER to utilize any of such ENGINEER's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the ENGINEER pursuant to this agreement without further approval or compensation to the ENGINEER. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns ENGINEER or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of ENGINEER to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of ENGINEER's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the ENGINEER'S rights.

F. RECORDS AND INSPECTIONS

ENGINEER shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of ENGINEER in regard to the project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

G. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by ENGINEER are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

H. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal information provided by the City to ENGINEER shall be held strictly confidential by ENGINEER and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by ENGINEER to contact OWNER's representative.

I. CONFLICTS OF INTEREST

The ENGINEER represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and ENGINEER will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the Engineer nor any of its officers, agents or employees nor any sub consultant to the Engineer nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same , may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement."

ARTICLE 5. OBLIGATIONS OF THE OWNER

It is further mutually agreed by the parties hereto:

A. OWNER-FURNISHED DATA

That, the OWNER shall provide to the ENGINEER all technical data in the OWNER's possession, including previous reports, maps, surveys, and all other information in its possession that the ENGINEER informs OWNER's representative is needed and relating to the ENGINEER'S work on the PROJECT. Such information shall include, but not be limited to, the OWNER'S requirements for the PROJECT, and any criteria or constraints known to Owner. Unless otherwise indicated by the OWNER, the ENGINEER may reasonably rely upon the adequacy of the information provided by the OWNER in performing ENGINEER'S services to the OWNER, subject to the same recognitions and caveats applicable to ENGINEER's information as provided herein at Article 4. B. and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

That, the OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER.

C. TESTS

That unless part of the Scope of Services, the OWNER shall perform or have performed by others at no cost to ENGINEER such tests of equipment, machinery, pipelines, and other components of the OWNER'S system facilities as may be reasonably required in connection with the Scope of Services under this Agreement.

D. TIMELY REVIEW

That, the OWNER through its designated representative shall examine all studies, reports, proposals, and other documents submitted by ENGINEER, obtain advice of an attorney, insurance counselor, accountant or auditor as it deems appropriate for such examination in a timely manner so as not to delay the services of ENGINEER.

E. TIMELY NOTICE

That, the OWNER through its designated representative shall give timely written notice to ENGINEER whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.

ARTICLE 6. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

A. AUTHORIZATION TO PROCEED

That, authorization for the ENGINEER to proceed for the work described in Article 1 shall be considered as given upon execution of the Agreement by the OWNER.

B. PROJECT REPRESENTATIVES

That, the OWNER and the ENGINEER respectively will designate a person(s) to act as authorized representatives of the OWNER and the ENGINEER in matters and decisions pertinent to the timely prosecution of this project, and each authorized representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions,

receiving information, making project-related decisions not requiring official OWNER approval and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

That unless waived in writing by the OWNER's representative, the ENGINEER shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages shall include a minimum of:

(1) Workmen's compensation and employer's liability insurance as required by the State of Alabama.

(2) Comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries to members of the public and/or damages to property of others arising from employer's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations under this Agreement, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limit of liability shall not be less than a $1,000,000 combined single limit or equivalent.

(3) Commercial general liability. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the ENGINEER or of any of its agents, employees, or subcontractors. The limit of liability shall not be less than a $1,000,000 combined single limit.

(4) The ENGINEER shall furnish professional liability insurance coverage in an amount not less than $1,000,000 and subconsultants shall provide limits commensurate with the responsibilities of their work.

(5) The insurance coverages specified above shall constitute minimum requirements and the OWNER, its officers, agents and employees shall be named as an additional insured in insurance coverages identified in items "2" and "3".

D. TERMINATION

(1) That, this Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the ENGINEER.

(2) This Agreement may be terminated by the ENGINEER upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the ENGINEER or if the performance of the Scope of Services by the ENGINEER is stopped by conditions beyond the control of the ENGINEER. Failure to perform includes failure of OWNER to promptly pay the ENGINEER in accordance with ARTICLE 3.

(3) In the event of termination, the ENGINEER shall be paid in full for all work previously authorized and performed up to the termination date, if the ENGINEER delivers to the OWNER all instruments of service completed or partially completed by the date of termination.

(4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

(5) Loss of Grant Funds

It is understood and agreed to by and between the parties that to the extent any of the compensation to ENGINEER is payable by OWNER from the proceeds of the Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the ENGINEER agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of the ENGINEER or any of ENGINEER's subconsultants failure to perform services, then ENGINEER shall be liable to OWNER for all such Grant funds and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

E. ASSIGNMENT

(1) That, this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.

(2) Use of subconsultants by the ENGINEER or subsidiary or affiliate firms of the ENGINEER for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

F. COURT OF JURISDICTION

That, if the OWNER and ENGINEER cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction.

G. INDEMNIFICATION

Each party shall generally be responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of this agreement and which are due to that party's own negligence, carelessness, unskillfulness and other unlawful conduct and/or the negligence, carelessness or unskillfulness or other unlawful conduct of its respective officers, agents and/or employees acting in their official capacities. Provided; however, ENGINEER shall defend, indemnify and hold the OWNER, its officers, agents and employees, free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorneys fees arising out of, by virtue of or associated with any claims, demands or actions brought by subconsultants or third parties which are related in any way or associated with the negligence, tortious acts or unlawful conduct of ENGINEER or its respective agents, officers and employees in the performance of this Agreement.

H. REPRESENTATIVE CAPACITY

While ENGINEER'S role will be that of ENGINEER to the OWNER, ENGINEER shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. ENGINEER shall not have the authority to bind or obligate the OWNER, its officers, agents or employees.

ARTICLE 7. PERSONNEL

A. The ENGINEER agrees to assign experience and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The ENGINEER represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER's representative, individuals with similar experience and qualifications:

Project Chief Engineer: Jeremy Jones, P.E.

Project Manager: Phillip R. Guin, P.E.

Subconsultant: TTL, Inc.

B. The OWNER'S designated representative shall be David Griffin, P.E. City Engineer of the City of Tuscaloosa.

C. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: David Griffin, City Engineer
Office of the City Engineer
P.O. Box 2089
Tuscaloosa, Alabama 35403

Engineer: Phillip R. Guin, P.E.
Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, Alabama 35403

D. ENGINEER represents and warrants to the CITY that its Project Chief Engineer for the principle performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Phillip R. Guin, P.E. and there shall be no change in the Project Chief Engineer without the prior written consent of the CITY's representative.

ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. Scope of Services
Exhibit B. Hourly Per Diem Rate Schedule of Charges or Salary Cost
Exhibit C. _____
Exhibit D. _____

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

(1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

(2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

(3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.

(4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

(5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.

(6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other

proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

(7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

(8) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

(9) Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

(10) This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:

(a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights; and

(b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

(11) Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

(12) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: This Contract Document, and copies of parts thereof, are furnished and owned either by the City or design professional. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without

specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Non Discrimination: The ENGINEER agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The ENGINEER shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The ENGINEER shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the OWNER and/or ENGINEER which are related to the ENGINEER's operations. The OWNER shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

C. COMPLIANCE WITH IMMIGRATION LAW:

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 therefrom, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate on this the 26 day of APRIL, 2013.

CITY OF TUSCALOOSA, A Municipal Corporation

BY: _____
Walter Maddox, Mayor

ATTEST:

_____
Asst. City Clerk

ENGINEER:

ALMON ASSOCIATES, INC.

BY: _____
ITS: VICE PRESIDENT

ATTEST:

_____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of May, 2013.

Vickie Gilliland
Notary Public.

My Commission Expires: 3/17/15

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Whitney Sandlin, a Notary Public in and for said State at Large, hereby certify that Phillip R. Gunn, who is named as Engineer, is signed to the foregoing document, and,

- [x] Who is known to me, or
- [ ] Whose identity I proved on the basis of _____, or
- [ ] Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of April, 2013.

Whitney Sandlin
Notary Public.

My Commission Expires: 10-06-13

FLORIDA STATE UNIVERSITY
FEB 17 1989
TALLAHASSEE, FLORIDA

FLORIDA STATE UNIVERSITY
FEB 17 1989
TALLAHASSEE, FLORIDA

almon
associates

Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

2008 12th Street
Tuscaloosa, AL 35401

phone: 205.349.2100
fax: 205.349.2107
web: www.almonassociates.com

March 8, 2013

Mr. David Griffin, P.E., Assistant City Engineer
Office of the City Engineer
City of Tuscaloosa
1000 28th Avenue
Tuscaloosa, Alabama 35401

RE: 10th Avenue City Walk and Roadway Improvements from Greensboro Avenue to 15th Street Conceptual Design Task Engineering Proposal

Dear Mr. Griffin:

As you are aware, since our initial engineering proposal was sent to you on August 8, 2012 it has become apparent that a Conceptual Design Task should be completed first to more definitely define the project scope for moving forward with design. Attached is a suggested Scope of Engineering Services to complete this task for the revised project length. Part of this task will be preparation of an Environmental Assessment of the proposed improvements and coordination of such with the other disaster recovery projects currently underway within the City. We plan to utilize the services of TTL, Inc. to assist us in the environmental assessment process. We also feel it necessary to utilize the geotechnical services of TTL, Inc. to determine foundation conditions of the existing 10th Avenue roadbed, such that estimates of probable construction cost may be determined.

We propose to perform the services outlined in this Scope of Engineering Services on an hourly basis, with a not to exceed amount of $193,000.00. This fee includes the following major components: 1) $56,750.00 for Design Survey; 2) $30,310.00 for Environmental Documentation (TTL, Inc.); 3) $10,900.00 for Environmental Coordination and Meetings; 4) $13,020.00 for Design Testing and Materials Report (TTL, Inc.). Much of the work covered in this task can be used in the subsequent design/construction administration task, potentially reducing that fee. We anticipate time required for this task to be 90 calendar days. The proposed project design engineer for Almon Associates is Jeremy Jones, P.E., with me serving as Project Manager. Upon completion of this task, we would anticipate negotiation of a traditional design and construction administration engineering contract.

EXHIBIT A

We greatly appreciate the opportunity to assist the City with engineering services for this project. Please call if you have any questions regarding this proposal.

Sincerely,
Almon Associates, Inc.

Phillip R. Gunn, P.E.
Vice President

attachments: Revised Scope of Engineering Services
Almon Hourly Rate Schedule
TTL Applicable Schedule of Fees, February 2013
TTL Cost Estimate Geotechnical Consulting Services, December 14, 2012
E-Verify Documentation

Attachment A

almon associates

SCOPE OF ENGINEERING SERVICES
CITY OF TUSCALOOSA
10TH AVENUE CITY WALK AND ROADWAY IMPROVEMNTS
3/8/13

CONCEPTUAL DESIGN PHASE:

- Perform topographic and utility survey along 10th Avenue from approximately Greensboro Avenue to 15th Street and along 29th Street from 10th Avenue to approximately Harmon Park. The width of the topographic and utility survey to include the right-of-way extents of each roadway plus 20-feet outside and adjacent to each right-of-way.
- Prepare typical Roadway/City Walk cross sections of desired improvements to establish minimum right-of-way constraints.
- Prepare preliminary horizontal roadway alignment options to determine necessary additional right-of-way needs for the project.
- Review with City representatives existing water and sanitary sewer infrastructure sizes and conditions for potential rehabilitation needs
- Coordinate with Alabama Power, ALAGASCO, AT&T, Comcast Cable, TDOT and other utilities that may be affected for potential re-alignment and potential for moving utilities underground.
- Prepare environmental documentation/maps, etc. and coordinate with affected federal and state agencies for an Environmental Assessment of the proposed improvements in accordance with HUD Title 24 regulations. We plan to utilize the services of TTL, Inc. to complete this task. Included in this task is attendance at environmental coordination meeting and local public involvement meetings of consultant and sub-consultant.
- Conduct geotechnical investigation of existing paved roadway to determine structural stability and areas immediately adjacent to the roadway to determine soil conditions. We plan to utilize the services of TTL, Inc. for this task. A geotechnical report of the investigation results will be provided, suitable for inclusion in final design documents.
- Prepare estimates of probable construction cost for the various options for review by City officials. The purpose of this Conceptual Design Phase is to more succinctly define total project costs, additional right-of-way needs and other project parameters.

Attachment A

almon associates

SCOPE OF ENGINEERING SERVICES
CITY OF TUSCALOOSA
10TH AVENUE CITY WALK AND ROADWAY IMPROVEMNTS
3/8/13

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Attachment B

almon associates

City of Tuscaloosa 10th Avenue City Walk Rate Schedule
January 1, 2013 through December 31, 2013

Classification	Rate
Principal	$185.00/hour
Project Manager II	$165.00/hour
Project Manager I	$130.00/hour
Professional Engineer II	$120.00/hour
Professional Engineer I	$110.00/hour
Staff Engineer II	$ 90.00/hour
Staff Engineer I	$82.00/hour
Engineering Technician III	$ 80.00/hour
Engineering Technician II	$ 65.00/hour
Engineering Technician I	$ 55.00/hour
GIS Specialist	$ 90.00/hour
Survey Project Manager	$ 140.00/hour
Professional Land Surveyor II	$100.00/hour
Professional Land Surveyor I	$ 90.00/hour
Field Survey Crew GPS	$ 165.00/hour
Survey Technician III	$ 68.00/hour
Survey Technician II	$ 57.00/hour
Survey Technician I	$ 40.00/hour
Administration II	$ 90.00/hour
Administration I	$ 70.00/hour
Clerical	$ 55.00/hour

Notes:

1. Sub-Consultants billed through Almon shall be subject to a 10 percent administration fee.
2. Hourly rates for technicians and survey crew for holidays, weekends, or work over 40 hours per week is 1.5 times the standard unit rates.

geotechnical · analytical · materials · environmental

TTL, Inc.
APPLICABLE SCHEDULE OF FEES

February 2013

PROFESSIONAL SERVICES

Staff Professional Level I	$80.00
Staff Professional Level II	$90.00
Project Professional Level III	$105.00
Project Professional/Project Manager Level IV	$120.00
Sr. Project Professional/Sr. Project Manager Level V	$135.00
Sr. Project Professional/Sr. Project Manager Level VI	$155.00
Sr. Project Professional/Sr. Project Manager Level VII	$175.00
Staff Technician Level I	$42.00
Staff Technician Level II	$46.00
Staff Technician Level III	$50.00
Environmental Technician	$60.00
Environmental Specialist	$85.00
Draftsman	$55.00
Administrative Support	$50.00
Sr. Technician Level I	$55.00
Sr. Technician Level II	$65.00
Sr. Construction Inspector	$75.00
NDT Steel/Welding Inspector	$88.00
Structural Steel Technician	$75.00
Mileage	$.70

Staff Professionals include Engineers, Geologists, Chemists, Biologists, and Scientists. Holiday, weekend, work over 40 hours/week, or work before 7:00 a.m. and after 5:30 p.m. is 1.5 times the standard unit rates.

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3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

TABLE II - COST ESTIMATE
GEOTECHNICAL CONSULTING SERVICES

Almon Associates, Inc.
10th Avenue City Walk (29th Street to 15th Street)
Tuscaloosa, Tuscaloosa County, Alabama
TTL Proposal No. P01112162
December 14, 2012

Field Operations

The field work for this project will include drilling 35 soil borings, 3 to 11 feet in depth, across the proposed development site. These borings will be made with a mechanically-driven, continuous-flight auger. Standard penetration resistance tests (ASTM D 1586) will be performed at selected intervals on the various soils encountered.

Est. Quantity	Description	Unit Cost	Est. Cost
1 LS	Mobilization	$300.00	$300.00
281 feet	Soil Test Boring per AASHTO T-206	$14.25	$4,004.25
35 each	Additional Standard Penetration Resistance Testing/Sampling (1⅜" x 18")	$10.50	$367.50
13 each	Asphalt Coring (4" Dia.)	$48.00	$624.00
16 hours	Staff Professional I (Traffic Control)	$78.20	$1,251.20
16 hours	Staff Technician II (Traffic Control)	$51.36	$821.76
24 hours	Staff Professional I (Field Supervision/Project Coordination and Boring Layout)	$78.20	$1,876.80
		Estimated Subtotal:	$9,245.51

Laboratory Analyses

For this project, we will conduct a testing program to include grain-size distribution, Atterberg limits determination, Unified Soil Classification, and moisture content for various soil encountered during our drilling. Results of laboratory tests will be summarized within the final report.

Est. Quantity	Description	Unit Cost	Est. Cost
25 each	Moisture Content (Splitspoon Samples)	$10.00	$250.00
3 each	Grain-Size Analysis (8 Sieves, Wet)	$65.00	$195.00
3 each	Atterberg Limits Test	$75.00	$225.00
2 each	Topsoil Test per ASTM D 5286/ALDOT 105	$230.00	$460.00
		Estimated Subtotal:	$1,130.00

Recommendations

Based on the data from the borings, laboratory analyses, inspection of the site, our familiarity with these soil conditions, and the design of the proposed structures, conclusions will be reported as foundation design and construction recommendations.

Est. Quantity	Description	Unit Cost	Est. Cost
12 hours	Staff Professional III	$105.31	$1,263.72
7 hours	Sr. Project Professional IV	$132.31	$926.17
4 hours	Draftsman	$86.04	$344.16
2 hours	Computer Processor	$55.23	$110.46
		Estimated Subtotal:	$2,644.51
		ESTIMATED TOTAL COST:	$13,020.02

T:\Projects\2012\Proposals GEO\P01112162 10th Ave City Walk\162 Table 2 Cost Estimate.xlsx

March 8, 2013

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Office of the City Engineer
City of Tuscaloosa
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almon associates

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