APPROVED AS TO FORM

GDW

Office of the City Attorney

Prepared By: GDW
Requested: OCE/Projects Comte
Presentation on: 02/25/2014
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR ENGINEERING AND RELATED SERVICES WITH WALKER ASSOCIATES, INC. FOR THE ALBERTA PARKWAY PROJECT (A12-1324)

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

That the Mayor be, and he is hereby, authorized to execute Amendment No. 1 to the contract between the City of Tuscaloosa and the professional engineering firm of Walker Associates, Inc. for engineering and related services in regard to the Alberta Parkway Project, to increase the total amount of compensation from $320,100 to $467,100 in the due to coordination with Tuscaloosa Forward Generational Plan and alternative route planning 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

Budgets:

CDBG DR1: 389,348
CDBG DR 2: 7138,306
WSMFFE: 124,600
7652,254

By: [illegible]
Finance Director

COUNCIL ACTION

Resolution ✓
Ordinance
Introduced
Passed 2-25-14
2nd Reading
Unanimous
Failed
Tabled
Amended
Comments:

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING AND RELATED SERVICES TO THE CITY OF TUSCALOOSA FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

(Engineering: Walker Associates, Inc.—Alberta Parkway)
Project No. A12-1324)

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the **12th** day of **September, 2012**, is made and entered into by and between the firm of Walker Associates, Inc., a professional engineering corporation, hereinafter referred to as the "ENGINEER," and the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "OWNER" or "CITY," on this the 3rd day of March, 2014, as follows:

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

WHEREAS, heretofore, the City of Tuscaloosa and Walker Associates, Inc. ("Engineer") entered into a contract to provide engineering and related services to the City of Tuscaloosa for design and construction of a public works project known as the Alberta Parkway Project; and,

WHEREAS, it is necessary to amend the Engineer's contract to increasing the scope and anticipated construction costs from $3,500,000 to $6,000,000 due to coordination with Tuscaloosa Forward Generational Plan and alternative route planning; and,

NOW, THEREFORE, the City of Tuscaloosa and the Engineer do hereby enter into this amendment to the contract between the parties on the above date, for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

SECTION ONE. That Article 1 "The Project", be, and the same is hereby, amended to add the following to the scope of services:

> "This project will still generally provide for development of a new street and linear park with the City Walk along the general existing location of 7th Street East from 23rd Avenue East to 26th Avenue East (1500 linear feet) as depicted in the Tuscaloosa Forward Generational Plan. The purpose of

the amendment is to provide for the additional scope of services required for extension of the project from 23rd Avenue to Kicker Road (1300 linear feet), widening of Kicker Road, and improvements to 26th Avenue East (750 linear feet). We are assuming a construction budget change from approximately $3,500,000 to 6,000,000. The following is a more detailed scope of services for the project that includes the previous projects limits and the additional project areas noted above:

Scope of Services:

- Provide topographic, utility, and property survey for the proposed project area.

- Develop an environmental document according to 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. The document will include analysis of alternative alignments. It is anticipated that documentation will be developed for an Environmental Assessment (EA) with a likely Finding of no Significant Impact (FONSI) to be approved by the City as the Responsible Entity. Required document environmental studies are included as part of this proposal.

- Upon determination of a preferred alternative alignment and the environmental document, develop parcel tract sketches and legal descriptions for property acquisition, utility easements, and temporary construction easements as needed based on project design. In coordination with the City, lead communications with owners for acquisition in compliance with 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA).

- Provide additional environmental services on an hourly basis during construction as needed to meet the requirements for the grant for investigation of possible archaeological and or hazardous materials issues encountered.

- Provide typical sections for the proposed street and City Walk as generally called for in the Tuscaloosa Forward Generational Plan (TFGP).

- Coordinate with local utility representatives for the relocation of overhead power, cable TV, and phone lines within the project area.

- Provide design services and develop contract documents for the proposed new street and linear park with detailed consideration given to providing access to the existing residences that may remain in the existing 7th Street East corridor. This will include providing a traffic control plan and making

design accommodations for construction phase work.

- Provide street and park amenity specifications including benches, sidewalk treatments, lighting, etc. along the project corridor.

- Provide detailed grading plans for the linear park and City Walk areas with consideration given for minimizing earthwork, maximizing views of park areas for safety, and providing aesthetically appealing and functional landscape for the project and adjacent areas.

- Provide for the design of required sanitary sewer, water main, and storm drainage along the corridor with maintenance of services to the existing residences that may remain.

- Provide resident construction observation for the construction phase for an estimated contract length of 180 days plus an estimated 90 additional days (270 days total) associated with the increased project size.

- The project manager for Walker Associates will be Jason Walker, P.E., P.L.S. and the design engineer for Walker Associates will be Frank Summers, P.E. and Bradley Porter, P.E. Sub-consultants for the project include:

  - PELA: Phase I Cultural Resources Assessment
  - TTL: Environmental Studies and Testing
  - Dale Fritz and Associates: Landscape Architecture
  - Sajjadieh Engineering Group: Electrical Engineering"

SECTION TWO. That Article 3, "Scope of Services", Subsection "A. Preliminary Design Services", "Item 10. Preparing a budget" be amended to read as follows:

"10. Preparing a budget – estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is **$_____600,000_____**."

SECTION THREE. That Article 14 "Compensation", be, and the same is hereby, amended as follows:

"ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative

to support said fees or expenses. Hourly rates shall be billed as per Exhibit "B" adopted herein by reference, plus direct expenses.

A. **Preliminary Design:** The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of **$175,000**. This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. **Final Design:** The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of **$ 143,000**. This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. **Bid Phase:** The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of **$ 12,000**. This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. **Basic Engineering SDC:** If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "B", as services are rendered, up to the maximum sum of **$ 30,000**. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. **Maximum Payments:** It is understood by and between the parties that, for providing the services in subsections A, B, C and D, the maximum total cost to the OWNER on all projects or phases shall not exceed **$ 360,000**, unless specifically authorized by a written Amendment to this Agreement.

The ENGINEER'S preliminary estimate of the cost of construction of the project is stated in "Preliminary Design," Article 3.A.10 of this agreement. The ENGINEER acknowledges that the OWNER'S agreement to the compensation amounts set forth herein was derived in part from ENGINEER'S estimate of construction cost. As a consequence, if the total bid award for construction of the project is more than 15% less than ENGINEER'S estimate, the OWNER may elect to adjust or receive a refund from ENGINEER in an amount equal to the percentage excess beyond 15% of the bid award of the ENGINEER'S maximum payment.

F. **Design Surveying:** While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in

excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed $ 27,200 without OWNER'S written consent.

G. **Easements/Rights-of-Way:** ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of $ 42,000. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

H. **Advanced Services During Construction (SDC); Administration and Inspections:** If the City determines to proceed with construction of all or any part of the project and to utilize the additional engineering construction services, project inspectors and other Services During Construction pursuant to Article 5, the ENGINEER shall receive compensation for such Services During Construction, as services are rendered, at an hourly rate as per Exhibit "B". This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

The cost to the OWNER for these services shall not exceed the following amounts calculated at the hourly rates as per Exhibit "B":

Construction Staking	$ 30,000
"Record Drawings" Plans	$ 9,000
All other SDC Services	$ 240,000

Provided, however, that the cost to OWNER stated herein is premised upon CONTRACTOR completing the project on time which, if the same is not the case due to no fault of the ENGINEER, the maximum cost will be reasonably adjusted accordingly upon written notice to OWNER. The written notice will be given to the OWNER by the ENGINEER prior to incurring the extra cost and demonstrating to the OWNER's satisfaction the reasons for incurring the increased expense.

I. **Design Testing:** The ENGINEER shall be reimbursed by the OWNER for design testing for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, in an amount not to exceed $ 28,400. This amount represents the total compensation to the ENGINEER for these services on all phases of the project. If no amount is stated, all design testing costs are included in the Preliminary Design amount set forth herein.

J. **Construction Testing:** ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of $ **52,000**. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. **Administration; Reimbursement of Expenses:** ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of $ 5,500.

L. **Permitting, Licensing and/or Studies:** The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed $ 22,000, without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

M. **Prequalification of Bidders:** If the OWNER elects to prequalify bidders pursuant to applicable provisions of the Alabama Bid Law, the ENGINEER shall be compensated at an hourly rate as per Exhibit "B," as services are rendered, but not to exceed $ N/A. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

N. **Traffic Control Plan:** The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City's Traffic Engineer, the sum of **$ 11,000**. This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

O. **L.O.M.R.:** The ENGINEER shall be reimbursed by OWNER for the cost for the specialized services of assisting the OWNER in obtaining letters of map revisions on drainage projects at an hourly rate as per Exhibit "B," as services are rendered, not to exceed $ N/A. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

P. **Sales and Use Tax Savings:** In the event the OWNER and the Contractor determine to utilize a sales and use tax savings agreement in regard to the Project and if a compensation amount is indicated below, the ENGINEER will provide administration and coordination services to OWNER in regard to purchase orders, payments and invoices on the Project as required by the agreement between the OWNER and the Contractor. The ENGINEER shall be compensated for these services at the hourly rate reflected on Exhibit "B," as services are rendered, but not to exceed a maximum of $ N/A. This

amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. **Generally:** The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar year 20**14**.

The ENGINEER shall maintain books and accounts of project related payroll costs, travel, subsistence, field and incidental expenses, in accordance with generally accepted accounting principals and practices. Each of such documents shall indicate to which project or AGREEMENT they are applicable. Such books shall be available during ENGINEER'S normal business hours for the project duration and for a period of one (1) year after completion thereof for an examination by OWNER or OWNER'S representatives to the extent required to verify the costs incurred hereunder. Said books shall be maintained in the ENGINEER'S Tuscaloosa offices.

Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein."

SECTION THREE. That Article 15, "Period of Service" shall be amended to read as follows:

"ARTICLE 15 - PERIOD OF SERVICE

The ENGINEER agrees to complete all services required by this AGREEMENT within the following time periods unless otherwise extended in writing by the OWNER. If delay is attributable only to the OWNER, or its officers, agents, and employees, then OWNER will grant ENGINEER a reasonable extension of time to complete any given phase. OWNER will not unreasonably withhold its agreement to extend the time if the circumstances require such, so long as the necessity for such an extension is not attributable in whole or in part to the ENGINEER or any of its subconsultants.

Time as stated herein refers to calendar days. Each phase of service required by this AGREEMENT shall be initiated immediately upon authorization by the OWNER. Time is of the essence.

A. **Completed Preliminary Design.** Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within **120** days from the date of execution of this AGREEMENT.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S completed draft preliminary design after submission of the same by ENGINEER. (This review will be conducted primarily by the OWNER'S staff and other OWNER representatives).

The ENGINEER shall then promptly but within a maximum of thirty (30) days revise the completed draft preliminary design pursuant to the OWNER'S review and comments. The ENGINEER shall then resubmit the preliminary design to the OWNER and OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon the ENGINEER'S completed preliminary design.

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design.

In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design**. Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within __**90**_____ days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S final design (including Contract Documents) after submission of the same by ENGINEER. These plans, specifications, and Contract Documents shall be complete, including all detail known necessary by the ENGINEER, and ready to bid, except for modifications resulting from OWNER'S reviews. (This review shall be conducted primarily by the OWNER'S staff and other OWNER representatives). The ENGINEER shall then promptly, but within a maximum of thirty (30) days, revise the final design pursuant to the OWNER'S review and comment. The ENGINEER shall promptly then resubmit ten (10) sets of the completed final Contract Documents to the OWNER and the OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon ENGINEER'S completed final designs. The written approval of the OWNER shall be received prior to placing any advertisement for bids.

NOTE: The date for completion of preliminary or final design on each project (where more than one project is included in this AGREEMENT) shall be concurrent and not consecutive.

Completed preliminary design and final design documents (including Contract Documents) together with estimates of construction costs for each project in this AGREEMENT shall be submitted to the OWNER for approval. However, the review and approval by the OWNER and representatives, employees and agents of the OWNER, including the OWNER'S Program Coordinator, of the preliminary design, and the final design, or any other document including the Contract Documents shall not, in any way, relieve ENGINEER of responsibility or liability for the preliminary design and the final design, including the Contract Documents and other aspects of the work."

SECTION THREE. Miscellaneous.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 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.

F. 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.

G. 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.

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, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. 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. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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.

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.

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.

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.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

CITY OF TUSCALOOSA, A Municipal Corporation

BY: _____
Mayor Walter Maddox

ATTEST:

Debbie K Clements
Asst. City Clerk

ENGINEER:
WALKER ASSOCIATES, INC.

BY: _____

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 27th day of February 20 14.

Vickie Gilliland
Notary Public.

My Commission Expires: 3/17/15

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Carolyn S. Duncan, a Notary Public in and for said State at Large, hereby certify that Jason C. Walker, 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 3rd day of March, 20 14.

Carolyn S. Duncan
Notary Public.

My Commission Expires: 6/15/2014

WALKER ASSOCIATES, INC.
ENGINEERING, PLANNING, GIS & SURVEYING

917 22nd Avenue – Suite B
Tuscaloosa, AL 35401
P (205) 561-3778 | F (205) 561-3779

January 30, 2014

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

RE: Alberta Revitalization Infrastructure Project
from Kicker Road to 26th Avenue East
Engineering Proposal **Amendment**

Dear Mr. Griffin:

We are writing to provide you with the following scope of services and fee proposal for an amendment to the initial agreement for the above referenced project. It is our understanding that this project will still generally provide for development of a new street and linear park with the City Walk along the general existing location of 7th Street East from 23rd Avenue East to 26th Avenue East (1500 linear feet) as depicted in the Tuscaloosa Forward Generational Plan. The purpose of the amendment is to provide for the additional scope of services required for extension of the project from 23rd Avenue to Kicker Road (1300 linear feet), widening of Kicker Road, and improvements to 26th Avenue East (750 linear feet). We are assuming a construction budget change from approximately $3,500,000 to 6,000,000. The following is a more detailed scope of services for the project that includes the previous projects limits and the additional project areas noted above:

Scope of Services:

- Provide topographic, utility, and property survey for the proposed project area.
- Develop an environmental document according to 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. The document will include analysis of alternative alignments. It is anticipated that documentation will be developed for an Environmental Assessment (EA) with a likely Finding of no Significant Impact (FONSI) to be approved by the City as the Responsible Entity. Required document environmental studies are included as part of this proposal.
- Upon determination of a preferred alternative alignment and the environmental document, develop parcel tract sketches and legal descriptions for property acquisition, utility easements, and temporary construction easements as needed based on project design. In coordination with the City, lead communications with owners for acquisition in compliance with 49 CFR Part 24, the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA).

(continued next page)

- Provide additional environmental services on an hourly basis during construction as needed to meet the requirements for the grant for investigation of possible archaeological and or hazardous materials issues encountered.
- Provide typical sections for the proposed street and City Walk as generally called for in the Tuscaloosa Forward Generational Plan (TFGP).
- Coordinate with local utility representatives for the relocation of overhead power, cable TV, and phone lines within the project area.
- Provide design services and develop contract documents for the proposed new street and linear park with detailed consideration given to providing access to the existing residences that may remain in the existing 7th Street East corridor. This will include providing a traffic control plan and making design accommodations for construction phase work.
- Provide street and park amenity specifications including benches, sidewalk treatments, lighting, etc. along the project corridor.
- Provide detailed grading plans for the linear park and City Walk areas with consideration given for minimizing earthwork, maximizing views of park areas for safety, and providing aesthetically appealing and functional landscape for the project and adjacent areas.
- Provide for the design of required sanitary sewer, water main, and storm drainage along the corridor with maintenance of services to the existing residences that may remain.
- Provide resident construction observation for the construction phase for an estimated contract length of 180 days plus an estimated 90 additional days (270 days total) associated with the increased project size.
- The project manager for Walker Associates will be Jason Walker, P.E., P.L.S. and the design engineer for Walker Associates will be Frank Summers, P.E. and Bradley Porter, P.E. Sub-consultants for the project include:
    - PELA: Phase I Cultural Resources Assessment
    - TTL: Environmental Studies and Testing
    - Dale Fritz and Associates: Landscape Architecture
    - Sajjadieh Engineering Group: Electrical Engineering

Fee Proposal:

Our proposed fee schedule is listed below. The hourly services are to be provided according to the hourly rate schedule attached.

BASIC SERVICES:	CURRENT FEE	ADDITIONAL	REVISED FEE
Preliminary Design	$ 110,000.00	$ 65,000.00	$175,000.00
Final Design	$ 90,000.00	$ 53,000.00	$143,000.00
Bid Phase	$ 8,000.00	$ 4,000.00	$ 12,000.00
Basic Engineering SDC	$ 19,000.00	$ 11,000.00	$ 30,000.00
Total Basic Services:	$ 227,000.00	$133,000.00	$360,000.00

(continued next page)

Other Services to be performed hourly as needed, not-to-exceed the following amounts:

OTHER SERVICES:		CURRENT FEE		ADDITIONAL	REVISED FEE
Topographic Survey		$ 19,200.00		$ 8,000.00	$ 27,200.00
Easements / ROW (+/- 30 Tracts)		$ 42,000.00		$ 0.00	$ 42,000.00
Construction Staking		$ 20,000.00		$ 10,000.00	$ 30,000.00
Record Dwg. Plans		$ 6,000.00		$ 3,000.00	$ 9,000.00
All other SDC		$145,000.00		$ 95,000.00	$240,000.00
Design Testing					
Phase I Cultural Resources	*$ 3,200.00*		*$ 0.00*		
Noise Impact Analysis	*$ 5,900.00*		*$ 0.00*		
Hazardous Materials Study	*$ 4,200.00*		*$ 0.00*		
Geotechnical Exploration	*$ 6,100.00*		*$ 6,000.00*		
Other Testing	*$ 3,000.00*		*$ 0.00*		
Total Design Testing		$ 22,400.00		$ 6,000.00	$ 28,400.00
Construction Testing		$ 30,000.00		$ 22,000.00	$ 52,000.00
Expenses		$ 5,500.00		$ 0.00	$ 5,500.00
Permitting (Environmental Document)		$ 22,000.00		$ 0.00	$ 22,000.00
PreQual of Bidders		n/a			n/a
Traffic Control Plan		$ 8,000.00		$ 3,000.00	$ 11,000.00
LOMR		n/a			n/a
Sales and use tax		n/a			n/a
Total Other Services:		$320,100.00		$147,000.00	$467,100.00

The proposed time required for the design phase is 120 days for preliminary design (including environmental documentation) and 90 days for final design, not including City review time. The construction contract time is currently assumed to be nine (9) months but a final recommendation for the contract length can be determined upon completion of the design phase.

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

Sincerely,
WALKER ASSOCIATES, INC.

Jason C. Walker, P.E., P.L.S.

attachments: 2014 Hourly Rate Schedule

cc: Ms. Robin Edgeworth, Recovery Operations
File