

APPROVED AS TO FORM

GDW

Office of the City Attorney

Prepared By: GDW/rd

Requested: Projects Cmte

Presentation on: 01/24/2017

Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 5 TO CONTRACT WITH MCGIFFERT AND
ASSOCIATES FOR THE HARGROVE ROAD & HACKBERRY LANE
IMPROVEMENTS PROJECT
(A12-0949)

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

That the Mayor be, and he is hereby, authorized to execute Amendment No. 5 to the Contract between the City of Tuscaloosa and McGiffert and Associates, LLC in regards to the Hargrove Road and Hackberry Lane Improvements Project to increase the maximum compensation to Consultant from \$556,488 to \$710,233.49 reflecting an increase of \$153,745.49 for additional engineering and related services associated with the next phase of the project; and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: Yes No

Funding Source:

Acct No.

UBBG-DR I

CDBG-DR II 22817/62 12018-20131

GF-RFFI \$567,505 Avail

ATRIP

By:

[Signature]
Finance Director

COUNCIL ACTION

Resolution ✓

Ordinance _____

Introduced _____

Passed 1-24-17

2nd Reading _____

Unanimous _____

Failed _____

Tabled _____

Amended _____

Comments: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT NO. 5 TO CONTRACT FOR ENGINEERING AND RELATED
SERVICES TO THE CITY OF TUSCALOOSA FOR THE HARGROVE ROAD
AND HACKBERRY LANE IMPROVEMENTS PROJECT**
(A12-0949)

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the 17th day of October, 2012, is made and entered into by and between the firm of McGiffert and Associates, LLC, 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 31st day of January, 2017, as follows:

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

WHEREAS, heretofore, the City of Tuscaloosa and McGiffert and Associates, LLC ("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 Hargrove Road and Hackberry Lane Improvement Project; and,

WHEREAS, it is necessary to amend the Engineer's contract to increasing the estimated cost of construction to \$3,889,000 for additional engineering and related services associated with the next phase of this project; 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 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
\$ 3,889,000."

SECTION TWO. That Article 14 "Compensation", be, and the same is hereby, amended to read 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 \$ 163,818. 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 \$ 213,899. 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 \$ N/A. 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 \$ N/A. 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 \$ 377,717.00, 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 \$ 44,525.00 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 \$ 2,040.00. 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	\$ <u>N/A</u>
"Record Drawings" Plans	\$ <u>N/A</u>
All other SDC Services	\$ <u>N/A</u>

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 \$ 22,383.20. 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 \$ N/A. 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 \$ 4,166.75.
- 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 \$ 253,401.54, 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 \$ 6,000. 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 2017.

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. 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: Walter Maddox
Mayor Walter Maddox

ATTEST:
Tony Megec
City Clerk

ENGINEER: and
MCGIFFERT & ASSOCIATES, LLC

BY: Jimmy D

ATTEST: [Signature]

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 January, 2017.

Deborah K. Clement
Notary Public.

My Commission Expires: 10.11.20

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Wendy Edmonson, a Notary Public in and for said State at Large, hereby certify that Jimmy Duncan, who is named as Engineer, is signed to the foregoing document, and,

- 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 31st day of January, 2017.

Wendy Edmonson
Notary Public.

My Commission Expires: 2.11.17

Handwritten text at the top of the page, possibly a name or title.

Handwritten signature or name in the upper left quadrant.

Handwritten signature or name in the upper right quadrant.

Main body of faint, illegible text, likely the primary content of the document.

Handwritten signature or name in the middle section of the page.



Handwritten text, possibly a date or reference number.

Second main body of faint, illegible text.

Third main body of faint, illegible text.

Fourth main body of faint, illegible text.

Fifth main body of faint, illegible text.

Sixth main body of faint, illegible text.





City of
TUSCALOOSA

HARGROVE ROAD
IMPROVEMENTS

ESTIMATED PROFESSIONAL SERVICES FEES
Contract Amendment No.5

DECEMBER 29, 2016



COPYRIGHT © 2016 MCGIFFERT AND ASSOCIATES, LLC

CITY OF TUSCALOOSA
Hargrove Road Improvements
ESTIMATED PROFESSIONAL SERVICES FEES

December 29, 2016

SCOPE:

Preparing construction plans and specifications for bidding, services during construction and other related services for the Hargrove Road Improvements including roadway widening, traffic signal, 10' shared use path, turn lanes, curb and gutter, sidewalks, storm drainage improvements designed in accordance with City of Tuscaloosa standards to accommodate a 25-year storm event; design of any domestic water relocations required; coordination with utility companies i.e. telephone, gas, power for relocation of facilities as needed to accommodate road construction.

Estimated Total Cost of Construction: \$3,889,000

Estimated Total Design Fee:

\$3,889,000 @ 6.40% Less Schematic Design Previously Contracted/Performed (\$31,317) = \$217,579

A. Preliminary Design			
· 40% of Total Design Fee			\$ 87,032
B. Final Design			\$ 117,868
C. Bid Phase Services			N.I.C.
· These services are not included in contract at this time.			
D. Basic Engineering Services During Construction			N.I.C.
· These services are not included in contract at this time.			
E. Maximum Payments (A through D)			\$ 204,900
F. Design Surveying			
Field Survey Crew, 30 hours x \$165.00 =		\$ 4,950	
Professional Land Surveyor, 14 hours x \$130.00 =		\$ 1,820	
Computer/CADD Technician, 60 hours x \$90.00 =		\$ 5,400	
		\$ 12,170	
· Assistance may be required from the City of Tuscaloosa to access storm/sanitary sewer manholes.			\$ 12,170
G. Easements/Right of Way (Approximately 1 Tract)			
Managing Principal, 2 hours x \$185.00 =		\$ 370	
Field Survey Crew, 2 hours x \$165.00 =		\$ 330	
Professional Land Surveyor, 2 hours x \$130.00 =		\$ 260	
Computer/CADD Technician, 12 hours x \$90.00 =		\$ 1,080	
		\$ 2,040	
· Excludes land acquisition costs, appraisal fees, and assistance with negotiations ("land agent" services).			\$ 2,040
H. Advanced Engineering Services During Construction			
· These services are not included in contract at this time.			N.I.C.
I. Design Testing			
· As detailed further in the attached scope of services from TTL, geotechnical borings along with topsoil analyses as required by ALDOT. The boring data and traffic study will be utilized in assessing and potentially modifying the proposed paving section. Fees for this task will include our 15% subconsultant markup. Actual billing will be based on TTL's attached detail of unit rates.			\$ 13,519
J. Construction Testing			
· These services are not included in contract at this time.			N.I.C.


CITY OF TUSCALOOSA
Hargrove Road Improvements
ESTIMATED PROFESSIONAL SERVICES FEES

December 29, 2016

K. Administrative; Reimbursable Expenses		\$ 4,000
L. Permits, Licenses and Studies		
L.1. Environmental Assessment:		
The following environmental consulting services will be performed per NEPA regulations:		
- Noise Impact Analysis		
- Air Quality Analysis		
- Wetlands Study		
- Ecological Study		
- Cultural Resources Survey		
- Hazardous Material Survey		
*Fees for this task will include our 15% subconsultant markup and reflect "remaining" fees from previous/current contract.	\$ 5,805	
L.2. ALDOT Construction Document Format:		
The effort involved with ALDOT construction document format will involve the following components:		
- Addition of ALDOT Standard Detail Drawings Index		
- Addition of ALDOT Special Project Notes		
- Addition of ALDOT "unique item numbers" for the unit price schedule		
- Addition of "box sheets" or Summary of Quantities Sheets		
- Addition of stationed cut/fill quantities to Cross Section Sheets		
*Fees for this task reflect "remaining" fees from previous/current contract.	\$ 14,000	
L.3a. Traffic Counts		
This task is detailed further in the attached scope of services from Skipper Consulting, Inc. and fees for this task will include our 15% subconsultant markup.	\$ 3,220	
L.3b. Traffic Analyses/Signal Warrant		
This task is detailed further in the attached scope of services from Skipper Consulting, Inc. and fees for this task will include our 15% subconsultant markup.	\$ 6,555	
L.4. Public Involvement Meetings		
We have included fees for one public involvement meeting.	\$ 2,500	
	<u>\$ 32,080</u>	\$ 32,080
M. Prequalification of Bidders		N.I.C.
N. Traffic Control Plan		\$ 6,000
O. L.O.M.R.		N.I.C.
P. Sales and Use Tax Savings Administration		N.I.C.
Time to Complete Preliminary Design = 60 Days*		
Time to Complete Final Design = 60 Days*		
*Does not include delays related to obtaining permits, easements, etc.		
McGiffert and Associates, LLC Designated Contact is Jimmy Duncan, PE/PLS		

CITY OF TUSCALOOSA
Hargrove Road Improvements
ESTIMATED PROFESSIONAL SERVICES FEES - CONTRACT AMENDMENT SUMMARY
 December 29, 2016

	Proposed Amendment No. 5 Fees	Remaining Fees from Current Contract	Net Contract Increase/(Decrease)
A. Preliminary Design	\$ 87,032.00	\$ -	\$ 87,032.00
B. Final Design	\$ 117,868.00	\$ 9,552.00	\$ 108,316.00
C. Bid Phase Services	N.I.C.	N.I.C.	N.I.C.
D. Basic Engineering Services During Construction	N.I.C.	N.I.C.	N.I.C.
E. Maximum Payments (A through D)	\$ 204,900.00	\$ 9,552.00	\$ 195,348.00
F. Design Surveying	\$ 12,170.00	\$ 20.00	\$ 12,150.00
G. Easements/Right of Way	\$ 2,040.00	\$ 65,000.00	\$ (62,960.00)
H. Advanced Engineering Services During Construction	N.I.C.	N.I.C.	N.I.C.
I. Design Testing	\$ 13,519.00	\$ 1,786.80	\$ 11,732.20
J. Construction Testing	N.I.C.	N.I.C.	N.I.C.
K. Administrative/Reimbursable Expenses	\$ 4,000.00	\$ 6,033.25	\$ (2,033.25)
L. Permits, Licenses and Studies	\$ 32,080.00	\$ 32,571.46	\$ (491.46)
M. Prequalification of Bidders	N.I.C.	N.I.C.	N.I.C.
N. Traffic Control Plan	\$ 6,000.00	\$ 6,000.00	\$ -
O. L.O.M.R.	N.I.C.	N.I.C.	N.I.C.
P. Sales and Use Tax Savings Administration	N.I.C.	N.I.C.	N.I.C.
	\$ 274,709.00	\$ 120,963.51	\$ 153,745.49

Amendment No.5 Contract Increase 



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

December 12, 2016

McGiffert and Associates, LLC
Attn: Mr. Jimmy Duncan, P.E., PLS
P.O. Box 20559
Tuscaloosa, AL 35402

**RE: Proposal for Soil Survey and Materials Report
Hargrove Road Improvements
Tuscaloosa, Tuscaloosa County, Alabama
TTL Proposal No. P08010116002.00**

Dear Mr. Duncan:

TTL, Inc. (TTL) is pleased to submit this proposal for providing a Soil Survey and Materials Report for the widening of Hargrove Road and realignment of the intersection of Hargrove Road, Hackberry Lane, and 21 Street in Tuscaloosa, Alabama. This proposal contains our understanding of the project information, our proposed scope of services, and an estimated fee for our services.

PROJECT INFORMATION

The city of Tuscaloosa plans to realign and signalize the intersection of Hargrove Road, Hackberry Lane, and 21st Street. The project will include widening of portions of Hargrove Road and other improvements including a shared use path, crosswalks, and curb and gutter. TTL has been requested to provide a Soil Survey and Materials Report for the Alabama Transportation Rehabilitation and Improvements Program (ATRIP) project. Based on the plan provided by McGiffert and Associates, LLC, the improvements on Hargrove Road begin at 10th Avenue and end just east/south of the intersection of Hargrove Road and Hackberry Lane. Improvements to Hackberry Lane begin where it meets Hargrove Road and extend less than 200 feet north of that point. Improvements to 21st Street begin where it intersects with Hackberry Lane and Hargrove Road and end at Third Court. Cross sections and profile grades were not readily available at the time of this proposal; however, based on the type of project, cuts and fills are anticipated to be less than about 3 feet to reach profile grade.

PROPOSED SCOPE OF SERVICES

- Contact Alabama 811 to provide underground utility location services.
- A total of 17 soil auger borings will be performed with eight in the existing roadways, five in areas of planned widening, and four at proposed signal poles. At borings performed in the existing roadway, the pavement will be cored and the base and subgrade sampled to approximately 3 feet below ground surface (bgs). The locations of pavement cores will include six on Hargrove Road, three on 21st Street, and one on Hackberry Lane. The remaining borings will be drilled to depths ranging from 6 to 31 feet bgs.

- Obtain relatively undisturbed Shelby tube samples of the subgrade soils for laboratory Resilient Modulus (MR) testing. The samples will be tested to determine the in-place MR of the subgrade soils by Boudreau Engineering, Inc.
- Use boring data from previous work performed near this intersection (TTL Project No. 100114029).
- Provide temporary traffic control for the borings within Hargrove Road, Hackberry Lane, and 21st Street.
- Measure and photograph the pavement cores.
- Request traffic data from McGiffert and Associates, LLC.
- Perform laboratory analysis including moisture content, grain size distribution, and Atterberg limits.
- Collect and test two topsoil samples, one from an area of road widening on Hargrove Road and one in the area of realignment on 21st street. The topsoil samples will be tested in general accordance with ALDOT 390.
- Prepare a Soil Survey and Materials Report for the project in general accordance with ALDOT 390 and provide L-pile parameters for the signal poles in general accordance with ALDOT Guidelines for Operation 6-5.

Our scope of services does not include investigation of environmental issues.

SCHEDULE

We are prepared to initiate the field work within 2 weeks of receiving signed authorization to proceed and anticipate the field exploration will take 1 to 2 days to complete. The Soil Survey and Materials report is estimated to be completed for review by ALDOT within about 4 weeks of completion of the field work. If an accelerated schedule is needed, please contact us to confirm a mutually acceptable schedule.

COMPENSATION

TTL will perform the services listed above for an estimated fee of \$11,755.50. Please note that TTL's proposal offer remains valid for a period of sixty (60) days from the date of issuance. TTL reserves the right to withdraw and/or modify this proposal at any time subsequent to this 60-day offer period.

AUTHORIZATION

A copy of TTL's Client Project Services Agreement (CPSA) is submitted for your review and consideration. Please note that the terms and conditions contained in the CPSA are an integral part of this proposed agreement and will govern our services on this project. If this proposal meets with your approval, please execute the CPSA and return the entire proposal to our office. Our receipt of an executed CPSA will serve as our formal authorization to proceed with the scope of work. All information (written or electronic) from TTL concerning TTL's work is for the sole use and reliance of TTL's Client. TTL intends no third party beneficiaries (express or implied) and copies of such information received by any third parties are not for reliance unless TTL first receives a signed Secondary Client Agreement from the third party.

We appreciate the opportunity to submit this proposal for providing Soil Survey and Materials Report services for this project. Please call if you have any questions.

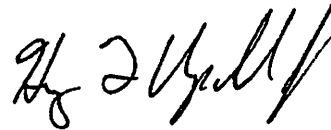
Sincerely,
TTL, Inc.



C. Whitt Wilkerson
Staff Professional



Brian E. Wysock, P.E.
Project Engineer



Harvey F. Upchurch, Jr., P.E.
Principal Engineer

Attachments: *ASFE Information*
 Preliminary Boring Location Plan
 TTL's Schedule of Fees
 Client Project Services Agreement

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not* a mold prevention consultant; *none of the services being offered have been designed or proposed for the purpose of mold prevention.*

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

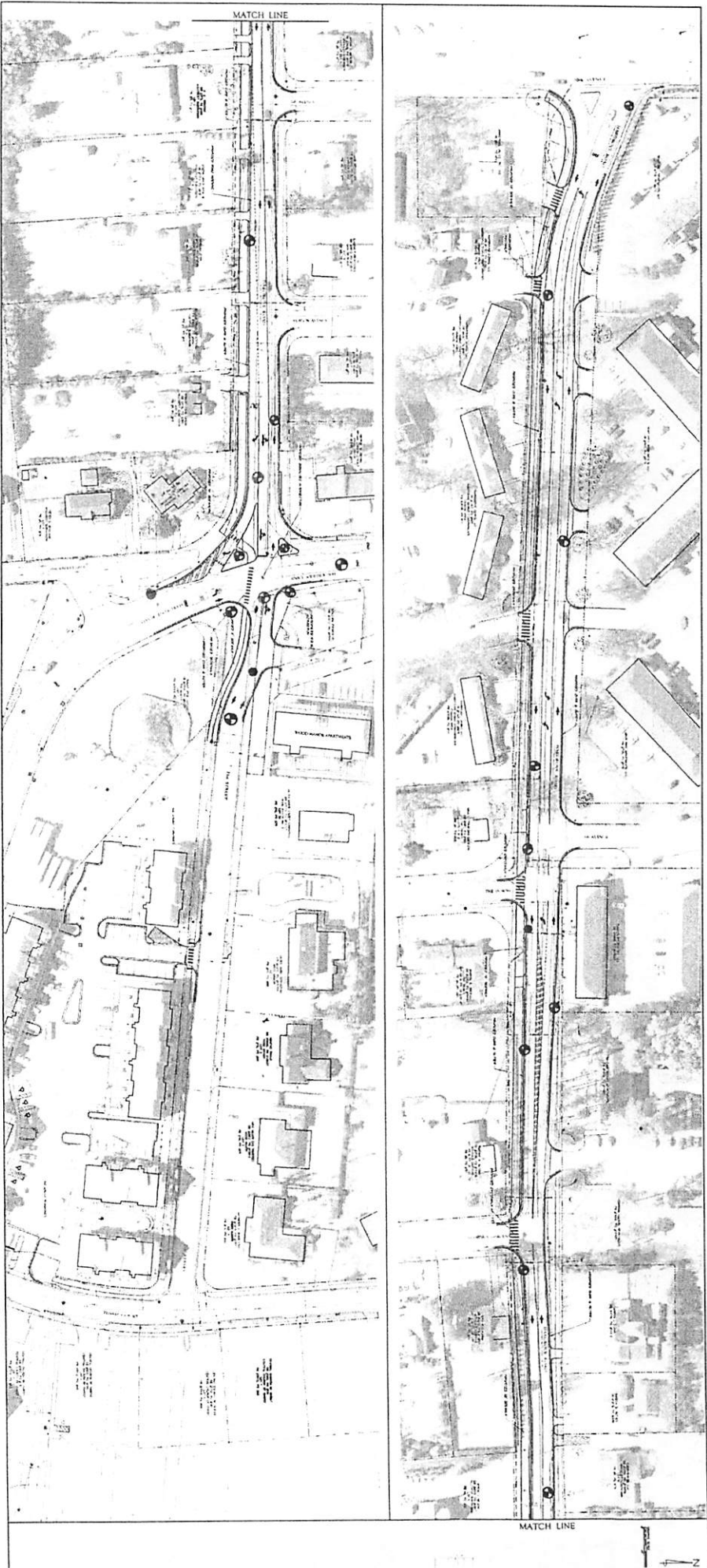
Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

Copyright 2004 by ASFE, Inc. Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with ASFE's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of ASFE, and only for purposes of scholarly research or book review. Only members of ASFE may use this document as a complement to or as an element of a geotechnical engineering proposal. Any other firm, individual, or other entity that so uses this document without being an ASFE member could be committing negligent or intentional (fraudulent) misrepresentation.

- ⊕ - New Boring for Widening or Signal Poles
- - Topsoil Sample
- ⊕ - New Pavement Core and Base Boring
- ⊕ - Existing Boring Information





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

TTL'S SCHEDULE OF FEES
GEOTECHNICAL CONSULTING SERVICES

McGiffert and Associates, LLC
Hargrove Road Improvements
Tuscaloosa, Tuscaloosa County, Alabama
TTL Proposal No. P08010116002.00
December 12, 2016

Field Operations

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Rate</u>	<u>Est. Fee</u>
1 each	Mobilization	\$400.00	\$400.00
178 feet	Soil Borings AASHTO T206 w/SPT at 5 Foot Intervals	\$15.00	\$2,670.00
14 each	Split Spoon Sample (SPT) in Addition to One Every 5 Feet	\$11.00	\$154.00
42 each	Asphalt Coring (6" Dia./Inch Depth)	\$12.00	\$504.00
2 each	Thin-Walled Tube Sampling	\$65.00	\$130.00
9 hours	Staff Technician 2 (Traffic Control)	\$54.50	\$490.50
8 hours	Staff Professional 3	\$110.00	\$880.00
18 hours	Staff Professional 1	\$81.00	\$1,458.00
	Estimated Subtotal:		<u>\$6,686.50</u>

Laboratory Analyses

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Rate</u>	<u>Est. Fee</u>
5 each	Moisture Content	\$10.00	\$50.00
5 each	Sieve Analysis	\$70.00	\$350.00
5 each	Atterberg Limits	\$85.00	\$425.00
2 each	Laboratory Resilient Modulus (MR)	\$475.00	\$950.00
2 each	Topsoil Test - Per ASTM D5268/ALDOT 105	\$235.00	\$470.00
	Estimated Subtotal:		<u>\$2,245.00</u>

Report Preparation

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Rate</u>	<u>Est. Fee</u>
12 hours	Staff Professional 1	\$81.00	\$972.00
6 hours	Staff Professional 3	\$110.00	\$660.00
4 hours	Staff Professional 5	\$180.00	\$720.00
4 hours	Draftsman - CADD	\$89.00	\$356.00
2 hour	Administrative Assistant	\$58.00	\$116.00
	Estimated Subtotal:		<u>\$2,824.00</u>

ESTIMATED TOTAL COST: \$11,755.50

CLIENT PROJECT SERVICES AGREEMENT

Hargrove Road Improvements

TTL Proposal Number P08010116002.00

Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 12, 2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. Acceptance/Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT

Hargrove Road Improvements
TTL Proposal Number P08010116002.00
Page 2 of 2

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

18. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (A.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (B.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (C.) Terminate the services effective on the date specified by Consultant in writing; (D.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

19. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: McGiffert & Associates, LLC

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: P.O. Box 20559 Telephone no.: _____

City and state: Tuscaloosa, AL Zip: 35402 Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: P.O. Drawer 1128 Tuscaloosa, AL 35403

TTL approval by: _____ Date: _____

Print name: _____ Title: _____

December 15, 2016

Mr. Jimmy Duncan
McGiffert & Associates, LLC
2814 Stillman Boulevard
Tuscaloosa, Alabama 35402

Re: Hargrove Road at Hackberry Lane Improvements
Tuscaloosa, Alabama

Dear Mr. Duncan:

This document provides a summary of the scope of work and fee anticipated for our efforts associated with performing traffic analyses and traffic signal design for the Hargrove Road at Hackberry Lane Improvements Project in Tuscaloosa, Alabama. We anticipate the following tasks for our involvement on the project:

Traffic Counts

- Conduct peak hour traffic counts for the morning and afternoon peak periods for the Hackberry Lane at Hargrove Road intersection;
- Conduct 48-hour traffic counts on Hargrove Road and Hackberry Lane to determine vehicle classification and vehicle speeds; and
- Conduct 24-hour approach traffic counts for each approach to the study intersection for signal warrant purposes.

Traffic Analyses and Signal Warrant

- Conduct a field review of current conditions and inventory existing roadways and traffic control devices;
- Perform traffic signal warrant analyses for the study intersection;
- Project daily traffic volumes for the study roadways for years 2026 and 2036 utilizing the latest transportation demand model for the Tuscaloosa area;
- Provide the design team with a document for use in Geotechnical analyses which summarizes existing and projected traffic volumes and includes vehicle classification;
- Perform analyses for conditions anticipated with the proposed roadway and traffic control improvements in place; and
- Document the study process and study findings in a technical document for submittal to the City and ALDOT, as needed.

Traffic Signal Design

- Prepare required sheets for signal design efforts to meet the current requirements of ALDOT, City of Tuscaloosa, and ALDOT's ATRIPS Program. It is anticipated that the following sheets would be prepared for the signal design on this project:
 - Traffic Signal and ITS Legend Sheet
 - Traffic Signal Plan Notes
 - Summary of Quantities for Traffic Signal Pay Items
 - Traffic Signal Layout

We propose to undertake the tasks outlined above for a fixed-fee/percent complete basis as follows:

<u>Task</u>	<u>Fee</u>
Traffic Counts	\$ 2,800.00
Traffic Analyses/Signal Warrant	\$ 5,700.00
Signal Design	<u>\$ 8,250.00</u>
TOTAL	\$16,750.00

Should additional tasks be required during the course of the project, we would notify you at such time and proceed upon your authorization. Should you have any questions or need further details concerning the tasks outlined above, please let us know.

Should this scope and fee meet your approval, please let us know and we will prepare a Professional Services Agreement, as directed.

Please feel free to call or email with any questions or items you might need to discuss.

Sincerely,



D. Scott Skipper
Skipper Consulting, Inc.

cc: file