

APPROVED AS TO FORM

GDW  
Office of the City Attorney

Prepared By: GDW  
Requested: Projects Cmte  
Presentation on: 05/12/2015  
Suspension of Rules: NO

RESOLUTION

RESOLUTION AUTHORIZING AMENDMENT TO ENGINEERING AND RELATED SERVICES CONTRACT WITH THE BURK-KLEINPETER, INC. FOR PRINCE AVENUE IMPROVEMENTS PROJECT (A13-0583)

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

That the Mayor be, and he is hereby, authorized to execute an Amendment to the contract between the City of Tuscaloosa and the professional engineering firm of Burk-Kleinpeter, Inc. for engineering and related services to increase the basic engineering fee to include additional water and sewer work in combination with the Prince Avenue road work improvements, with total compensation including this amendment not to exceed \$ 218,895, 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

CDBG (R-2) 1,200,000 (AV = 840,172)  
W/S RFFS 475,000

By: [Signature]  
Finance Director

COUNCIL ACTION

Resolution ✓  
Ordinance \_\_\_\_\_  
Introduced \_\_\_\_\_  
Passed 5-12-15  
2<sup>nd</sup> 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 FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT**

**(Project Name: Prince Avenue Improvements—Burk-Kleinpeter, Inc.)  
(Project Number: A13-0583)**

**THIS AMENDMENT** to that certain agreement made and entered into by and between the parties on the 19<sup>th</sup> day of Novemer, 2013, is made and entered into by and between the firm of BURK-KLEINPETER, 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 \_\_\_\_ day of \_\_\_\_\_, 2015, as follows:

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

**WHEREAS**, heretofore, the City of Tuscaloosa and BURK-KLEINPETER, 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 Prince Avenue Improvements Project; and,

**WHEREAS**, it is necessary to amend the Engineer's contract to increase the engineering fee to include additional water and sewer work in combination with the Prince Avenue road work improvements.

**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 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 \$ 29,850. 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 \$ 51,950. 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 \$ 2,500. 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 \$ 5,000. This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.
- E. **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 \$ 13,500 without OWNER'S written consent.
- F. **Maximum Payments:** It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed \$ 102,800, 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.

**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 \$ 15,000. 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    | \$ <u>750</u>    |
| "Record Drawings" Plans | \$ <u>2,500</u>  |
| All other SDC Services  | \$ <u>72,345</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 \$ 5,500. 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 \$ 5,500. 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 \$ 2,500.

**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 \$ 3,500, 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 \$ 0. 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 \$ 8,500. 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 \$ 0. 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 years 2015.

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 TWO. 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.

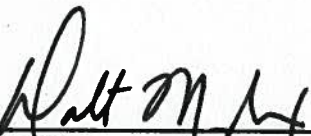
**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, 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.

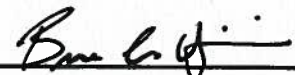
CITY OF TUSCALOOSA, A Municipal Corporation

BY:   
Mayor Walter Maddox

ATTEST:

  
City Clerk

ENGINEER:  
BURK-KLEINPETER, 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 13th day of May, 2015.

Vickie Hilliland  
Notary Public.

My Commission Expires: 2/3/19

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

I, Kathryn D. Simpson, a Notary Public in and for said State at Large, hereby certify that Bruce L. Higginbotham, who is named as \_\_\_\_\_, is signed to the foregoing document, and,

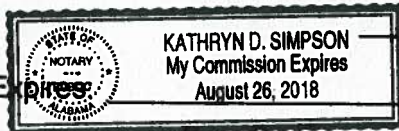
- Who is known to me, or
- Whose identity I proved on the basis of \_\_\_\_\_, or
- Whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to the signer of the above document

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 18 day of May, 2015.

Kat D  
Notary Public.

My Commission Expires



**BURK - KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

City of Tuscaloosa 10-Apr-15

**Prince Avenue Improvements - Water**

|   |                  |
|---|------------------|
| <b>Construction Cost Estimate</b>           | <b>\$217,000</b> |
| Summary of Costs                            | Total            |
| A. Preliminary Design                       | \$4,100          |
| B. Final Design                             | \$7,350          |
| C. Bid Phase Services                       | \$0              |
| D. Engineering Services During Construction | \$1,000          |
| E. Design Surveying                         | \$0              |
| <b>F. Maximum Payments (Sub-Total)</b>      | <b>\$12,450</b>  |
| G. Easements                                | \$0              |
| H. Advanced S.D.C.                          |                  |
| Construction Staking                        | \$0              |
| Record Drawings                             | \$0              |
| Inspection                                  | \$7,595          |
| I. Design Testing                           | \$0              |
| J. Construction Testing                     | \$0              |
| K. Administration                           | \$0              |
| L. Permitting*                              | \$0              |
| M. Prequalification of Bidders              | \$0              |
| N. Traffic Control Plan                     | \$1,500          |
| O. Letter of Map Revision                   | \$0              |
| P. Sales and Use Tax Savings                | \$0              |
| <b>Total Contract Amount</b>                | <b>\$21,545</b>  |

**BURK - KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

|  |                  |
|--|------------------|
| City of Tuscaloosa                                 | 10-Apr-15        |
| <b>Prince Avenue Improvements - Sanitary Sewer</b> |                  |
| <b>Construction Cost Estimate</b>                  | <b>\$243,870</b> |
| Summary of Costs                                   | Total            |
| A. Preliminary Design                              | \$4,750          |
| B. Final Design                                    | \$8,100          |
| C. Bid Phase Services                              | \$0              |
| D. Engineering Services During Construction        | \$1,000          |
| E. Design Surveying                                | \$0              |
| <b>F. Maximum Payments (Sub-Total)</b>             | <b>\$13,850</b>  |
| G. Easements                                       | \$0              |
| H. Advanced S.D.C.                                 |                  |
| Construction Staking                               | \$750            |
| Record Drawings                                    | \$0              |
| Inspection   | \$9,750          |
| I. Design Testing                                  | \$0              |
| J. Construction Testing                            | \$0              |
| K. Administration                                  | \$0              |
| L. Permitting*                                     | \$0              |
| M. Prequalification of Bidders                     | \$0              |
| N. Traffic Control Plan                            | \$1,500          |
| O. Letter of Map Revision                          | \$0              |
| P. Sales and Use Tax Savings                       | \$0              |
| <b>Total Contract Amount</b>                       | <b>\$25,850</b>  |

**BURK - KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

City of Tuscaloosa 10-Apr-15

**Prince Avenue Improvements - Roadway**

|   |                 |
|---|-----------------|
| <b>Construction Cost Estimate</b>           | <b>\$45,000</b> |
| Summary of Costs                            | Total           |
| A. Preliminary Design                       | \$1,000         |
| B. Final Design                             | \$1,500         |
| C. Bid Phase Services                       | \$0             |
| D. Engineering Services During Construction | \$0             |
| E. Design Surveying                         | \$3,500         |
| <b>F. Maximum Payments (Sub-Total)</b>      | <b>\$6,000</b>  |
| G. Easements                                | \$12,500        |
| H. Advanced S.D.C.                          |                 |
| Construction Staking                        | \$0             |
| Record Drawings                             | \$0             |
| Inspection                                  | \$0             |
| I. Design Testing                           | \$0             |
| J. Construction Testing                     | \$0             |
| K. Administration                           | \$0             |
| L. Permitting*                              | \$0             |
| M. Prequalification of Bidders              | \$0             |
| N. Traffic Control Plan                     | \$1,000         |
| O. Letter of Map Revision                   | \$0             |
| P. Sales and Use Tax Savings                | \$0             |
| <b>Total Contract Amount</b>                | <b>\$19,500</b> |

**BURK - KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

**Prince Avenue Improvements  
City of Tuscaloosa**

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**BKI FEE SCHEDULE  
Through December 31, 2015**

|                              |          |
|------------------------------|----------|
| Project Manager              | \$185/hr |
| Senior Professional Engineer | \$160/hr |
| Professional Engineer        | \$135/hr |
| Staff Engineer               | \$110/hr |
| Technician                   | \$82/hr  |
| Senior Inspector             | \$87/hr  |
| Professional Land Surveyor   | \$125/hr |
| Survey Crew                  | \$150/hr |
| Clerical                     | \$60/hr  |



**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

ASSOCIATES  
DAVID S. HARGROVE, PE  
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180  
TUSCALOOSA, AL 35401  
TELEPHONE (205) 759-3221 FAX (205) 759-9166  
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

PRESIDENT  
GEORGE C. KLEINPETER, JR., PE  
REGIONAL VICE PRESIDENT - AL  
O. JEFFREY WOOD, PE  
VICE PRESIDENT  
BRUCE L. HIGGINBOTHAM, PE

April 14, 2015

A13 - 0583

Ms. Wendy McBride, P.E.  
Transportation Engineer  
City of Tuscaloosa  
2201 University Boulevard  
Tuscaloosa, Alabama 35401

Re: Prince Avenue Improvements – City of Tuscaloosa  
Supplemental Services Request

Dear Ms. McBride:

As discussed, as the above-mentioned project has progressed, the scope has increased to include additional items. I am requesting a supplemental agreement to the original contract to address the additional services. An explanation of the services requiring additional fees is provided below for your review.

The following changes in the original scope are required:

**Roadway Element:**

- Extension of the sidewalk approximately 840 feet along Hargrove Road. The original length of project terminated at the intersection of Prince Ave/Hargrove Road.
- Based on the proposed alignment, there are 30 right of way parcels required. The original contract contained an allowance for 5 parcels. Because no design had been performed, the allowance was based on minimal right of way acquisition. However, detailed design and survey have dictated that additional right of way be required throughout the entire project.

**Sanitary Sewer Element:**

- Design replacement of entire sanitary sewer along Prince Avenue – Hargrove Road to 27<sup>th</sup> Street.
- Include both a Base Bid and Alternate Bid in contract documents for bidding purposes. The Base Bid will consist of replacing only problem areas and areas of conflict. The Alternate Bid will consist of replacing entire line.

**Water Element:**

- Include relocation of entire 6" waterline along Prince Avenue.
- This work should be considered part of the Base Bid.





OVER 100 YEARS OF SERVICE

The proposed fees for the above-mentioned work are shown below. I have broken the fees into the different project elements for your review. In addition, the fees are further broken out in the standard City contract form on the attached pages.

**Roadway Element:**

|                                  |                    |
|----------------------------------|--------------------|
| Design Services:                 | \$3500.00          |
| Survey Services:                 | \$3500.00          |
| Additional Right of Way Parcels: | <u>\$12,500.00</u> |
| <b>Total Proposed Fee:</b>       | <b>\$19,500.00</b> |

**Sanitary Sewer Element:**

|                            |                    |
|----------------------------|--------------------|
| Design Services:           | \$14,350.00        |
| CE&I Services:             | <u>\$11,500.00</u> |
| <b>Total Proposed Fee:</b> | <b>\$25,850.00</b> |

**Water Element:**

|                            |                    |
|----------------------------|--------------------|
| Design Services:           | \$12,950.00        |
| CE&I Services:             | <u>\$8595.00</u>   |
| <b>Total Proposed Fee:</b> | <b>\$21,545.00</b> |

**Total Proposed Fee (All 3 Elements): \$66,895.00**

Please note that no additional fees for CE&I services are being requested for the additional roadway work. As previously discussed, it appears that this work can be completed alongside the ongoing roadway work so additional time should not be required. We are requesting consideration of fees for CE&I services as related to the additional sanitary sewer and water work. This is mainly due to the magnitude and type work being performed. We will be required to test both these lines before City acceptance. In addition, we anticipate additional time being required to complete this work within schedule – most likely in the form of longer days or weekend work. Both of the proposed fees for CE&I services have been limited to 3.5%.

I appreciate your consideration of this matter. Thank you for the opportunity to work with the City of Tuscaloosa. Please call if you have any questions or would like to discuss.

Sincerely,

**BURK-KLEINPETER, INC.**

Bruce L. Higginbotham, P.E.  
Vice President

