



**Agreement
For
Professional Services
City of Madison, Alabama**

Project No. 2302105

COM Project No. 22-006



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Madison, Alabama** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends for Final Design for Palmer Road Approaches and Bridge replacements over Bradford Creek and Mill Creek in Madison, Alabama (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.



5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver’s opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver’s experience and qualifications and represent



Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was



independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



- 9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.
- 9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.
- 9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.
- 9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.
- 9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

- 10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:
- 10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.
- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.



- 10.1.3. The site of the arbitration shall be Madison, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.



11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.



13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment
- Exhibit E – Subconsultant Proposals

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Madison, Alabama

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Ryan Patton
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

Proposed Improvements:

The proposed project will include approximately 1,700 linear feet of roadway approaches and replacement of the existing bridges on Palmer Road over Bradford Creek and Mill Creek with new precast 4 span at 40-ft bridges. A map illustrating the proposed improvements and limits of work is attached as Figure 1.

FIELD SURVEYS

Garver will perform the following Tasks as applicable:

1. Determine and contact adjacent property owners within the project limits and mobilize survey crew to begin work.
2. Perform a basic control survey and run closure to verify horizontal and vertical control points to provide control in the project corridor and be the basis of subsequent surveys. A total of three (3) project benchmarks will be established within the project limits.
3. Conduct an on-site inspection to identify any features, topography and survey data that needs to be gathered within the project limits for purposes of design.
4. Obtain ground profile and topographic data within the project limits.
5. Traverse Palmer Road obtaining cross-sections at 50-foot intervals and ground break points.
6. Identify and locate existing utilities (the City of Madison shall notify Garver of any utility companies that do not participate in One-Call Utility Locate.)
7. Tie available section corners and front corners of affected properties to Project Centerline.
8. Obtain copies of latest available deeds.
9. Set and reference PI's, PC's, and PT's of the proposed horizontal alignment.
10. Reduce Survey Field Notes and prepare a detailed topographic/field map for Roadway Design plans.

ROADWAY PLANS

Garver will perform the following as applicable:

1. The development of the plans will generally follow procedures shown in ALDOT's "Guide for Developing Construction Plans."
2. Prepare hydraulic designs according to provisions of Federal Highway Administration (FHWA) Hydraulic circulars or as instructed by the CITY.
3. In development of designs, will ensure the geometric design is such that the drainage capacity of the pavement is not exceeded in such a way as to create potentially unsafe water-film depths for hydroplaning. Hydraulic Engineering software approved and utilized by FHWA will be used to design, analyze and correct pavement drainage deficiencies within the project limits to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
4. Edge of Pavement Profiles with true elevations will be shown on plans for horizontal curve transitions (none anticipated) and vertical curves.
5. Prepare an erosion and sedimentation prevention plan, including devices and/or designs for structural control that conforms to pending ADEM publication of BMP's (Best Management Practices). Submit ADEM Notice of Intent Permit Application.



6. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile sheets, and other sheets required for all work including grade, drain, base, pave, signing, and striping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the proposed right-of-way and an area of sufficient detail for construction in accordance with current design layout.
7. Drainage Section drawings will be provided for all applicable drains, existing and proposed, along project centerline and within project work limits. Streambed data acquired from a field survey will be used where applicable to establish and depict streambed slope, drain inlet, drain outlet and profile configuration of ditch or channel as it ties-in to the drain.
8. Prepare designs and detailed contract plans at horizontal scale of 1" = 30' and vertical scale of 1" = 3', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Cross sections will be plotted at a horizontal and vertical scale of 1" = 10'.
9. Arrangements will be made by the CITY with any affected utility owner to prepare plans for any utility relocation. Following the 60% Review, Garver will provide utility base sheets to the CITY showing existing utilities for their use and coordination with the utility companies. The finalized utility base sheets will be a part of the respective final plan assemblies.
10. The applicable provisions of the ALDOT Standard Specifications for Highway Construction, 2022 Edition will apply to all design work performed on this Project. Garver will notify the CITY if there is the need to prepare supplemental specifications and special provisions for approval by the CITY on any needed items not covered by the ALDOT Specifications for Highway Construction, 2022 Edition. CITY details will be incorporated as needed.
11. Prepare estimates of quantities and construction cost for contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY or ALDOT on projects of comparable work in the general area of the project. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY if requested.
12. Preliminary detailed plans and estimates for project shall be submitted to the CITY before the final plans are completed. Garver will prepare Traffic Control Plans which will include a detour route (which will be approved by the CITY) for handling traffic during construction. A sequence of construction will be prepared and included in the plan assembly.
13. Coordinate these plans with existing and proposed plans of the CITY; provided the CITY provides the information to Garver.
14. Prepare plans using size and weight of pens and other drafting techniques to facilitate development of one half (1/2) scale drawings.
15. Following the 60% Review, Garver will make appropriate revisions to plans, submit a set of reproducible plans along with the corresponding CADD utility files for use of the CITY in obtaining utility relocation information, if needed.

ENVIRONMENTAL/US ARMY CORPS of ENGINEERS (USACE) PERMITTING:

Garver will perform the following as applicable:

1. USACE Coordination, Wetland Delineation, Report, and Preliminary Jurisdictional Determination:
 - a. Garver will perform a wetland delineation to determine limits of potential jurisdictional Waters of the United States, including streams, within the project limits. Each potential jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and



minimization of impacts and permitting. The delineation will utilize methodologies outlined in appropriate Regional Supplement to the USACE Wetlands Delineation Manual.

- b. Garver will accomplish the following as part of the wetland delineation: 1) Review pertinent resources related to the project site's hydrology and soils, and review of historical topographic maps and aerial photographs. 2) Field survey of wetlands and streams within the project boundary. 3) Create shapefiles from field-collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the project. 4) Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain a Preliminary Jurisdictional Determination (PJD) and appropriate Section 404 permit application.
2. Section 404 Nationwide Permit Coordination:
 - a. Garver will coordinate with the USACE for the issuance of a Section 404 Nationwide Permit (NWP) for potential wetland and/or stream impacts. Mitigation planning beyond mitigation banking coordination assistance is considered extra work. Garver will:
 - i. Compile a Section 404 NWP package that will include the following: 1) Eng Form 6082; 2) Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets; 3) Functional Value Assessment (FVA) for determining required mitigation credits; 4) Design plan sheets
 - ii. Locate and coordinate the appropriate wetland and/or stream mitigation bank.
 - iii. Facilitate the purchase of required credits with the CITY and USACE.

Excluded Services

For clarification, our scope of services does not include the items listed below. However, Garver can include these items at your request. Any work not listed above will be considered additional services.

- Utility relocation design or Roadway lighting design.
- Special design and detailing to accommodate utilities.
- Prepare for and attend a Public Involvement Meeting.

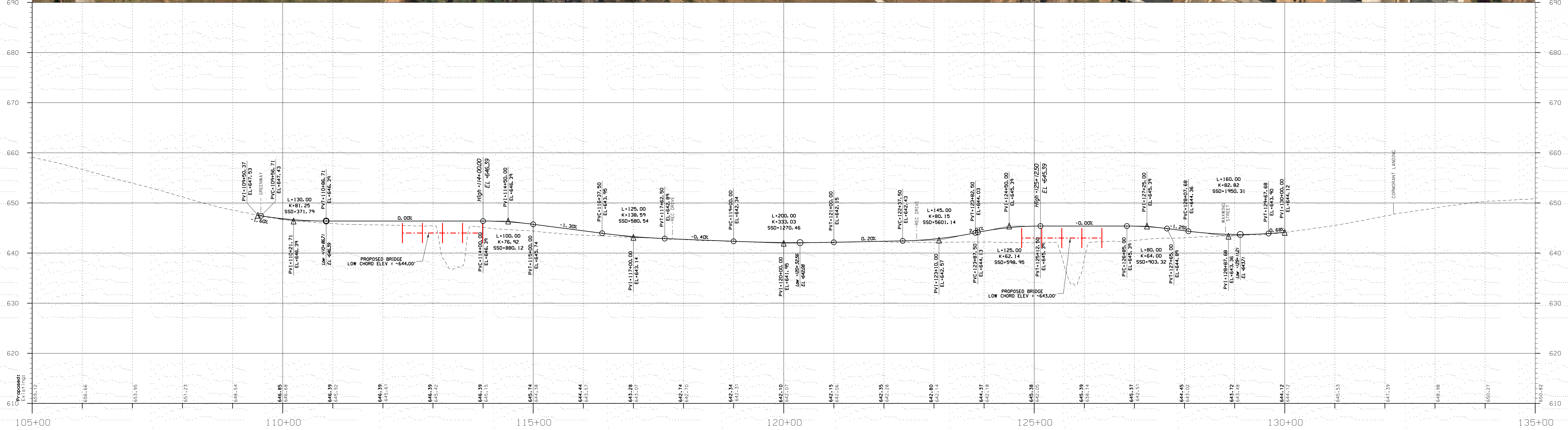
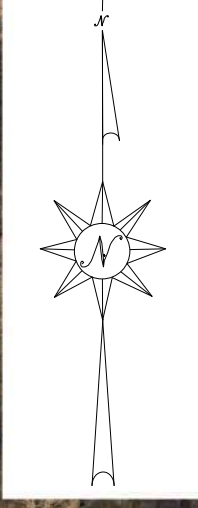
In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
6. Pay all plan review and advertising costs in connection with the project.




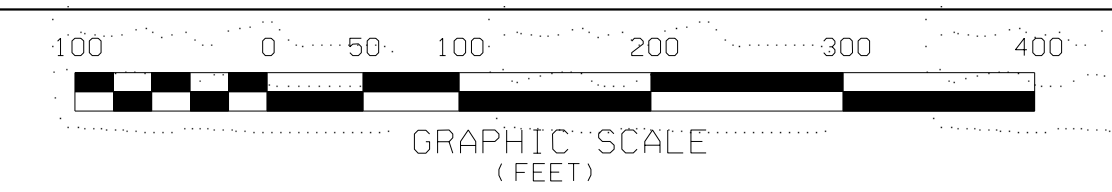
7. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

FIGURE 1 ALTERNATE E



105+00	110+00	115+00	120+00	125+00	130+00	135+00
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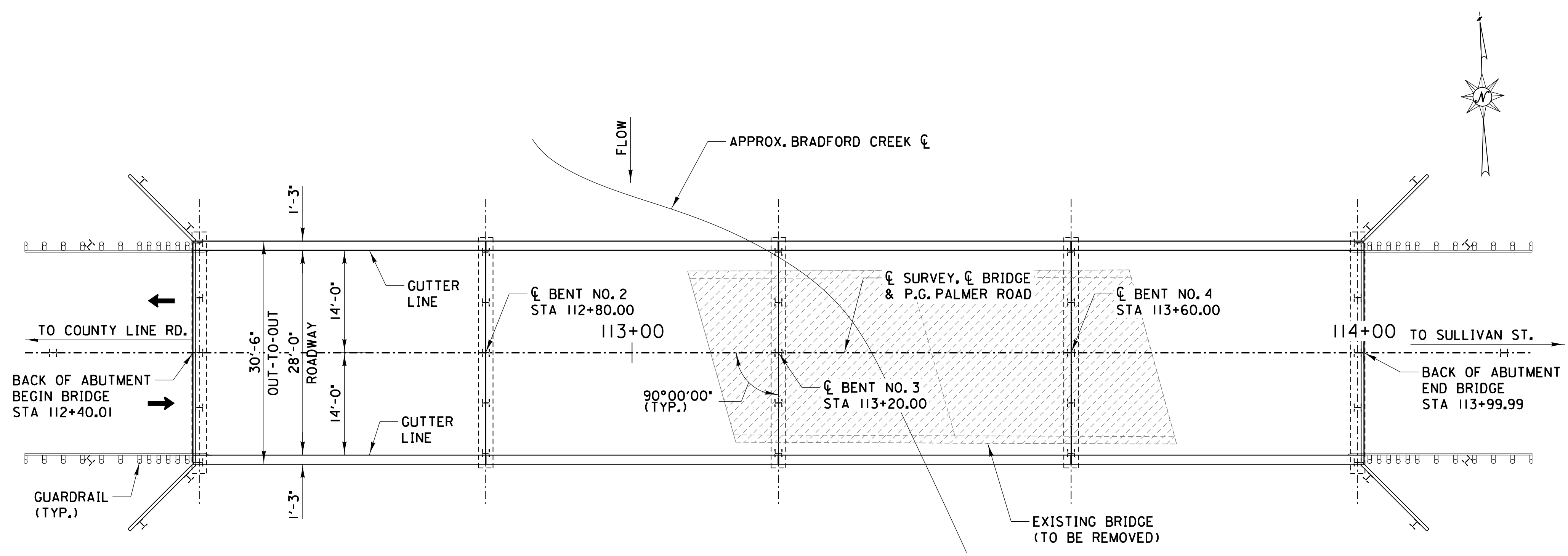

ALABAMA DEPARTMENT OF TRANSPORTATION
 GARVER, LLC



SHEET TITLE	ROUTE
PALMER ROAD / PROFILE ALTERNATIVE E	PALMER ROAD

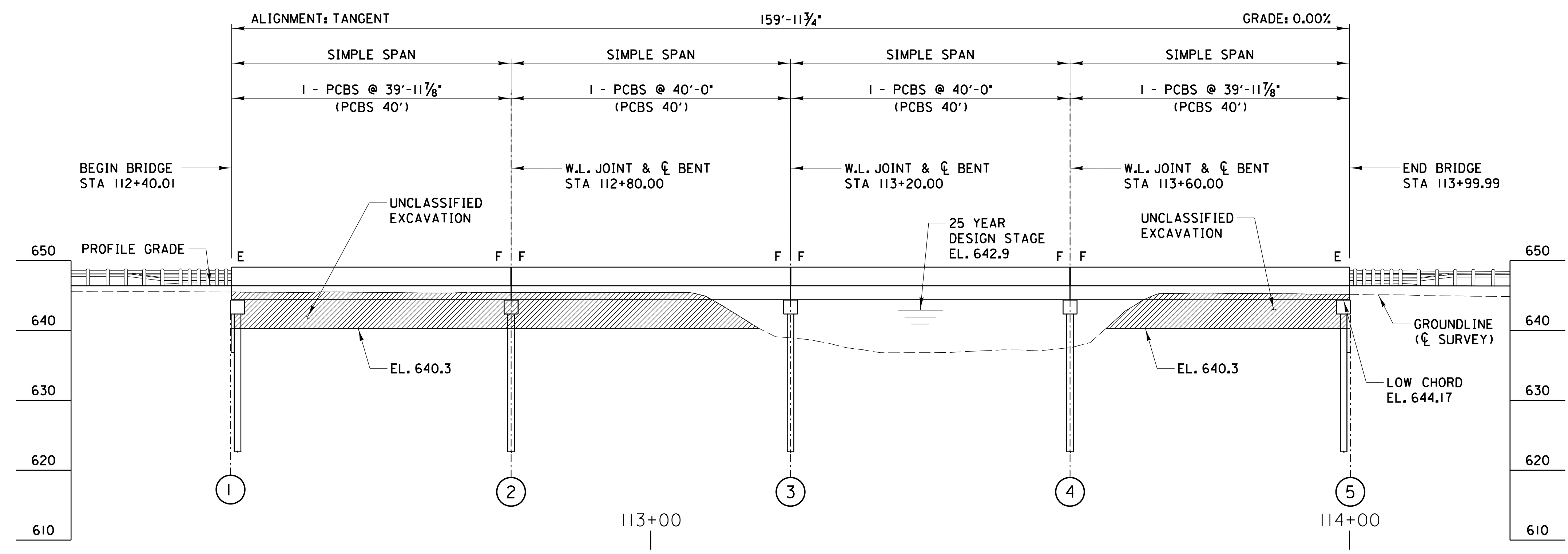
REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
xxx	xxx	XX

2"
1"
0
SHEET REFERENCE



PLAN VIEW
SCALE: 1" = 10'-0"

- NOTES:**
- SEE BRIDGE SPECIAL PROJECT DRAWINGS PC-40 FOR PRECAST CONCRETE SLAB DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCA-2840 AND PCP-2800 FOR END BENT AND WING WALL DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCB-2840 FOR INTERMEDIATE BENT DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCBR-1(40) FOR PRECAST BARRIER RAIL DETAILS NOT SHOWN.
 - RIPRAP LIMITS TO BE DETERMINED AT FINAL DESIGN.



ELEVATION VIEW
SCALE: 1" = 10'-0"

LEGEND

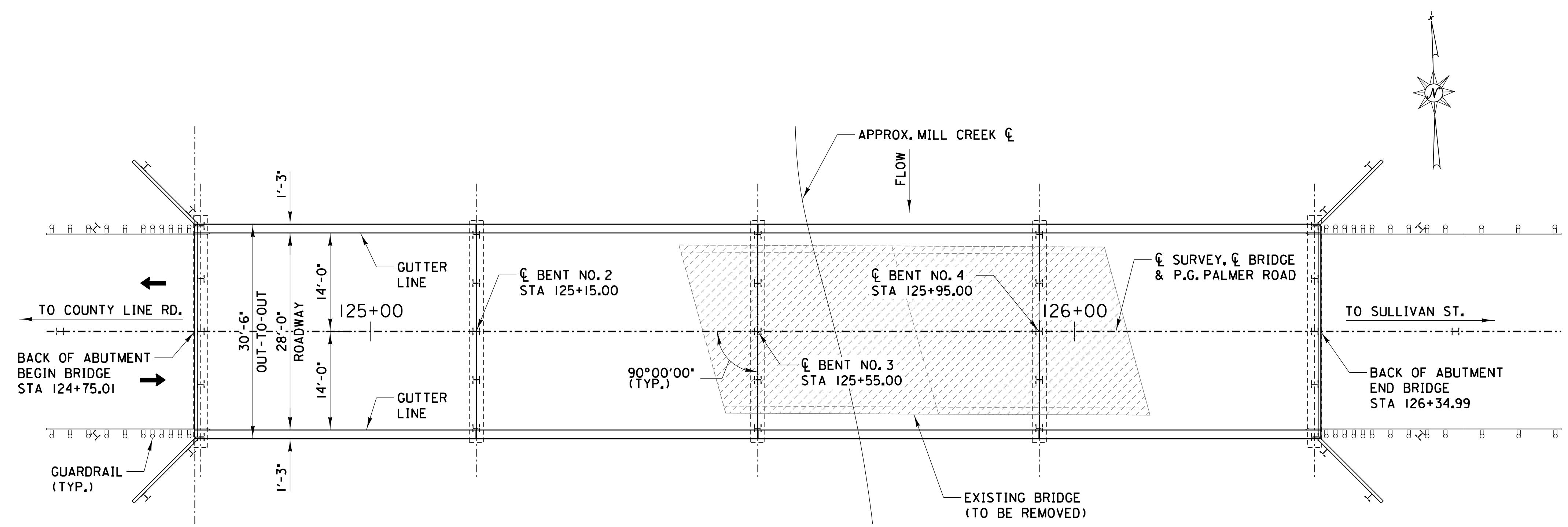
- E = EXPANSION END
- F = FIXED END

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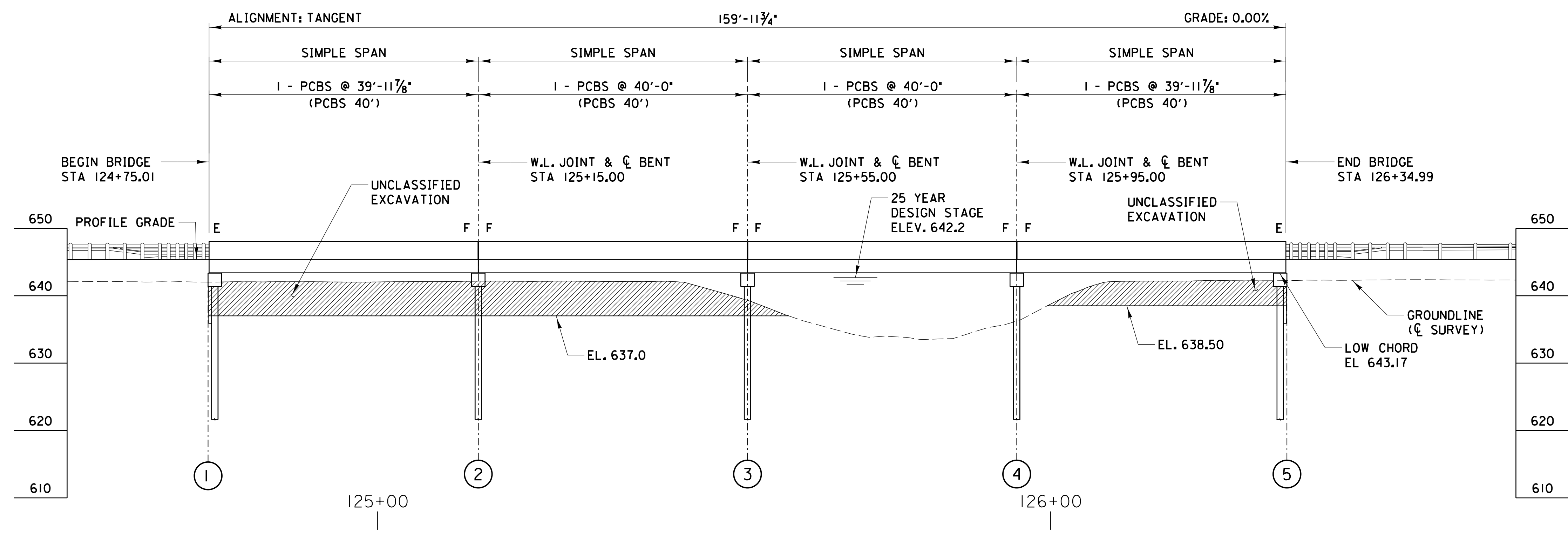
GARVER
5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

CITY OF MADISON			
BRIDGE SHEET NO. X OF X	PROJECT NO. XXX		
REVISIONS	BRIDGE ON PALMER RD. OVER BRADFORD CREEK		
GENERAL PLAN & ELEVATION			
ESTIMATED QUANTITIES	DESIGNED BY: DSB	DRAWN BY: AMW	
COMPUTED BY: N/A	CHECKED BY: XXX	DATE DRAWN: 05/23	
VERIFIED BY: N/A	DATE CHECKED: XXX	SCALE: 1"=10'-0"	
BIN:	XXXX		

SHEET REFERENCE
0 1" 2"



PLAN VIEW
SCALE: 1" = 10'-0"




ELEVATION VIEW
SCALE: 1" = 10'-0"

- NOTES:**
- SEE BRIDGE SPECIAL PROJECT DRAWINGS PC-40 FOR PRECAST CONCRETE SLAB DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCA-2840 AND PCP-2800 FOR END BENT AND WING WALL DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCB-2840 FOR INTERMEDIATE BENT DETAILS NOT SHOWN.
 - SEE BRIDGE SPECIAL PROJECT DRAWINGS PCBR-1(40) FOR PRECAST BARRIER RAIL DETAILS NOT SHOWN.
 - RIPRAP LIMITS TO BE DETERMINED AT FINAL DESIGN.

LEGEND

E = EXPANSION END
F = FIXED END

CITY OF MADISON			
BRIDGE SHEET NO. X OF X	PROJECT NO. XXX		
REVISIONS	BRIDGE ON PALMER RD. OVER MILL CREEK		
GENERAL PLAN & ELEVATION			
ESTIMATED QUANTITIES	DESIGNED BY: DSB	DRAWN BY: AMW	
COMPUTED BY: N/A	CHECKED BY: XXX	DATE DRAWN: 5/23	
VERIFIED BY: N/A	DATE CHECKED: XXX	SCALE: 1"=10'-0"	
BIN:	XXXX		



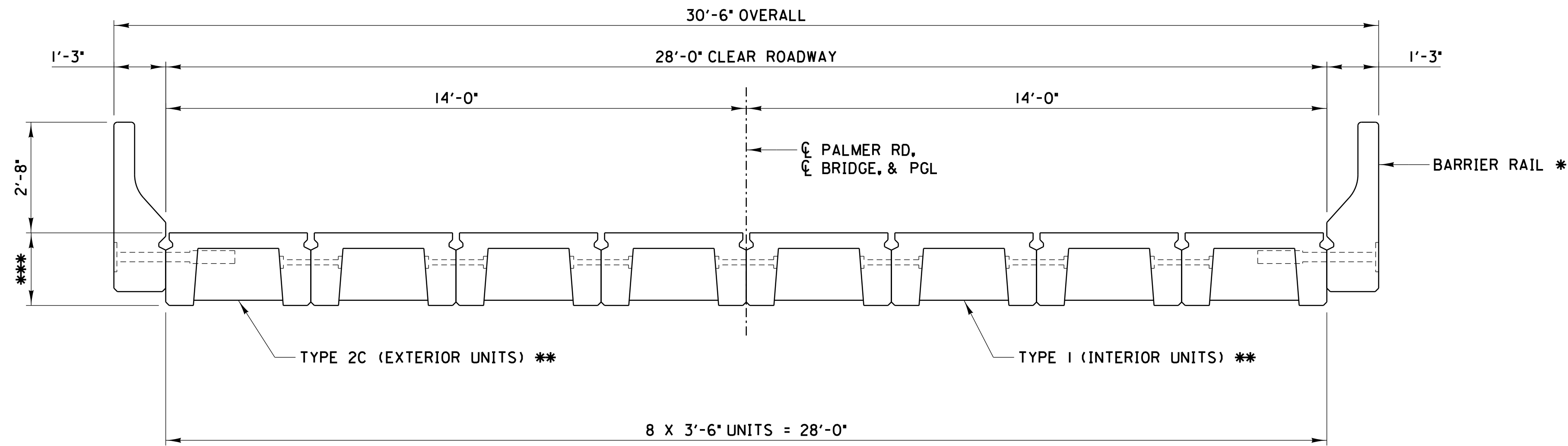
5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

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REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
xxx	xxx	XX

2"
1"
0
SHEET REFERENCE


NOTES:
1. GROUT KEYWAYS WITH 1:2:3 MIX, SIZE AGGREGATE 3/8" AFTER SECTIONS HAVE BEEN BOLTED TOGETHER.



TYPICAL CROSS SECTION
SCALE: 1/2" = 1'-0"

- * SEE BRIDGE SPECIAL PROJECT DWG. PCBRI(34) OR PCBR-1(40) FOR DETAILS.
- ** SEE BRIDGE SPECIAL PROJECT DWG. PC-34-2 OR PC-40 FOR DETAILS.
- *** 1'-9" FOR 34' SPANS.
2'-0" FOR 40' SPANS.

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5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

CITY OF MADISON			
BRIDGE SHEET NO. X OF X	PROJECT NO. XXX		
REVISIONS	BRIDGE ON PALMER RD. OVER BRADFORD & MILL CREEK		
TYPICAL SECTION			
ESTIMATED QUANTITIES	DESIGNED BY: DSB	DRAWN BY: AMW	
COMPUTED BY: N/A	CHECKED BY: XXX	DATE DRAWN: 5/23	
VERIFIED BY: N/A	DATE CHECKED: XXX	SCALE: 1/2"=1'-0"	
BIN:	XXXX		



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The lump sum amount to be paid under this Agreement is \$211,049.35. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2024.

In addition to the fees described above, for geotechnical services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for geotechnical services negotiated with Building & Earth Sciences, Inc., or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately \$79,325.00. The amount billed for the subconsultant's services will be the actual fee plus a ten percent (10%) administrative markup.

In addition to the fees described above, Garver will subcontract with a company specializing in locating underground utilities and will pass the direct cost plus ten percent (10%) from the locating company to the Owner. Garver will survey the locations marked by the locating company and the utility owners at an estimated additional cost of \$7,337.24. The actual total fee may exceed this estimate. As further set forth in Section 6.4 of the Agreement, Garver will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners nor will Garver be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings.



Garver - Estimated Labor Requirements and Anticipated Personnel
 Fee Proposal for Professional Land Surveying and Engineering Design Services for Palmer Road Approaches and Bridge Replacements over Bradford Creek and Mill Creek

19-Oct-23

	Sr. Project Manager, E-6	Project Manager, E-5	Engineer, E-4	Project Engineer, E-2	Technician, T-3	Project Engineer, E-1	Professional Surveyor, S-5	2-Man Survey Crew (GPS)	Technician, T-1	Admin / Clerical, AM-1	Intern, I-1	Total
	Scott Leach, PE Nick Altobelli, PE	Johnny Carr, PE Ryan Mountain	Preston Campbell, PE, SE	Andy Hall, PE	Amanda Mason	Samantha Jahraus Colby Marshall	Wade Carpenter, PLS	Kevin Stack, Logan Barker	Sydney Light Joe Rujawitz	Amy Kennedy	Ryan Schmidt	Estimated
ITEM	@ \$275/HR	@ \$235/HR	@ \$200/HR	@ \$148/HR	@ \$135/HR	@ \$120/HR	@ \$185/HR	@ \$230/HR	@ \$100/HR	@ \$57/HR	@ \$60/HR	Cost
Project Coordination, Meetings and QA/QC												
Project Coordination, Plan Reviews with City, and PI Meeting	12	8	2		4	8				4		\$7,308.00
Develop and Execute Quality Control Plan & QA/QC Reviews	12	6	3				2					\$5,680.00
Project Coordination, Meetings and QA/QC Subtotal =												\$12,988.00
Professional Land Surveying Services												
Deed and Records Research / 811 "One-Call" coordination							1		3			\$485.00
Establish Control, Property Boundary and ROW Surveys							1	8				\$2,025.00
Topographic, Utility and Location Surveys							1	28				\$6,625.00
Process Survey Data and Prepare Mapping Files for Design							3		16			\$2,155.00
Stake Boreholes for Geotechnical Investigations								4	1			\$1,020.00
Professional Land Surveying Services Subtotal =												\$12,310.00
Roadway Design Services												
Title Sheet, Index to Sheets, and Standard Drawings Sheet	1	2		2	2	4					1	\$1,851.00
Typical Sections and Special Project Detail Sheets	3	4		6	10	16					2	\$6,043.00
Project Notes and Traffic Control Project Notes	1	2			2	4					2	\$1,615.00
Summary of Quantities and Quantity Box Sheets	3	6		10	16	24					2	\$8,875.00
Plan/Profile, Paving Layout and Utility Base Sheets	4	8		16	32	64					2	\$17,468.00
Sequence of Construction and Traffic Control Plan Sheets	2	4		2	4	12					2	\$3,886.00
Signing, Striping and Markings Plans	1	2		2	4	4					2	\$2,181.00
Erosion Prevention and Sediment Control Sheets	2	4		6	4	16					2	\$4,958.00
Drainage Sections and Cross-Section Sheets	4	8		12	8	20					4	\$8,476.00
Construction Cost Estimate and Final Plans Submittal	2	4		1		2					2	\$1,998.00
Roadway Design Services Subtotal =												\$57,351.00
Right-of-Way Acquisition Documents												
Prepare Acquisition Tract Sketches	1				3		2		8			\$1,850.00
Prepare Acquisition Deed Descriptions	1				2		2		6			\$1,515.00
Right-of-Way Acquisition Documents Subtotal =												\$3,365.00
Environmental Permitting Services *												
Wetland Delineation (50-ft each side of CL) and Report		2				64			16			\$9,750.00
USACE Section 404 Nationwide Permit	1	4				16			24			\$5,535.00
Right-of-Way Acquisition Documents Subtotal =												\$15,285.00
Bridge Design Services												
Bridge Plans Index, Quantities, Required and Notes Sheet	6		24									\$6,450.00
Bridge General Plan and Elevation Sheet	10		28									\$8,350.00
Bridge Special Project Drawings Sheets	2		4									\$1,350.00
Coordination with Pre-Cast Pedestrian Bridge Fabricator	4		4									\$1,900.00
Lighting Design and Plans Subtotal =												\$18,050.00
Construction Bidding Services												
Prepare for and attend Pre-Bid Meeting & Bid Opening	4					6						\$1,820.00
Construction Bidding Services =												\$1,820.00
Subconsultant Services												
Geotechnical Investigations and Materials Report (B&ES, Inc.)												\$79,325.00
SUE Investigations (Long Engineering, Inc.)												\$7,337.24
Subconsultant Subtotal (includes 5% sub-administration) =												\$90,995.35
Estimated Direct Cost for reproductions, copies, supplies, mileage, etc.												\$2,250.00
Total Hours	76	64	65	57	91	260	12	40	74	4	21	
Hourly Rate	\$275.00	\$235.00	\$200.00	\$148.00	\$135.00	\$120.00	\$185.00	\$230.00	\$100.00	\$57.00	\$60.00	
Cost	\$20,900.00	\$15,040.00	\$13,000.00	\$8,436.00	\$12,285.00	\$31,200.00	\$2,220.00	\$9,200.00	\$7,400.00	\$228.00	\$1,260.00	
Total Fee =												\$211,049.35

* Note: Environmental Permitting Services assumes a Nationwide Permit. If an Individual Permit is required, a supplemental agreement will be requested



Exhibit B
City of Madison Project No. 22-006
Palmer Road Bridge Replacements
2023 Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 120.00
E-2	\$ 148.00
E-3	\$ 168.00
E-4	\$ 200.00
E-5	\$ 235.00
E-6	\$ 275.00
E-7	\$ 380.00
Planners	
P-1	\$ 145.00
P-2	\$ 172.00
P-3	\$ 220.00
P-4	\$ 245.00
P-5	\$ 285.00
Designers	
D-1	\$ 115.00
D-2	\$ 137.00
D-3	\$ 155.00
D-4	\$ 180.00
Technicians	
T-1	\$ 100.00
T-2	\$ 115.00
T-3	\$ 135.00
T-4	\$ 170.00
Surveyors	
S-1	\$ 56.00
S-2	\$ 71.00

S-3	\$ 90.00
S-4	\$ 120.00
S-5	\$ 185.00
S-6	\$ 205.00
2-Man Crew (Survey)	\$ 210.00
3-Man Crew (Survey)	\$ 255.00
2-Man Crew (GPS Survey)	\$ 230.00
3-Man Crew (GPS Survey)	\$ 280.00

Construction Observation

C-1	\$ 110.00
C-2	\$ 145.00
C-3	\$ 195.00
C-4	\$ 250.00
C-5	\$ 285.00

Resource Specialists

RS-1	\$ 95.00
RS-2	\$ 135.00
RS-3	\$ 185.00
RS-4	\$ 245.00
RS-5	\$ 300.00
RS-6	\$ 375.00
RS-7	\$ 420.00

Environmental Specialists

ES-1	\$ 90.00
ES-2	\$ 120.00
ES-3	\$ 145.00
ES-4	\$ 185.00
ES-5	\$ 235.00
ES-6	\$ 285.00
ES-7	\$ 365.00
ES-8	\$ 400.00

Project Controls

PC-1	\$ 100.00
PC-2	\$ 135.00
PC-3	\$ 170.00
PC-4	\$ 220.00
PC-5	\$ 265.00
PC-6	\$ 330.00
PC-7	\$ 420.00

Management / Administration

AM-1	\$ 57.00
AM-2	\$ 90.00
AM-3	\$ 120.00
AM-4	\$ 150.00
AM-5	\$ 200.00
AM-6	\$ 250.00
AM-7	\$ 300.00
M-1	\$ 385.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Madison, Alabama
Project No. 2302105

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Madison, Alabama (“Owner”) and Garver, LLC (“Garver”), dated [Insert date] (the “Agreement”).

This Amendment No. [?] adds/modifies the Services for the [Describe improvements and location].

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Madison, Alabama

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

October 16, 2023

Garver
5125 Research Drive NW
Huntsville, Alabama 35805

Attention: Mr. Scott Leach, P.E.

Subject: Proposal to Provide Foundation Report
Bridge Replacements on Palmer Road
Madison, Madison County, Alabama
Building & Earth Proposal No.: HV25185

Dear Mr. Leach:

Building & Earth Sciences Inc. is pleased to submit this budget to provide a foundation report for the above referenced project. This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services.

PROJECT INFORMATION

Project information was provided via email from Mr. Scott Leach with Garver to Mr. Jeff Pepper with Building & Earth. Included in the email was a PDF drawing titled, "*Palmer Road Bridge Replacements over Bradford Creek and Mill Creek*" dated 05/23. We have also visited the site in order to evaluate current conditions.

We understand that the proposed project improvements include bridge replacements over Bradford Creek and Mill Creek at Palmer Road. We further understand that the Alabama Department of Transportation (ALDOT) is not providing funding for this project. However, we plan to perform the work in general accordance with ALDOT BMT-398 "Procedure for Conducting Subsurface Investigation and Foundation Reports" and ALDOT's Geotechnical Manual.

Each bridge will have 4 spans, each about 40 feet long. Driven H-piles is the expected foundation for the bents and abutments.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

The new bridge at Bradford Creek will start at about Station (Sta) 112+40 and end at about Sta 114+00. Approach fills up to about 2 feet are anticipated at this bridge.

The new bridge at Mill Creek will start at about Sta 124+75 and end at about Sta 126+35. Approach fills up to about 3-½ feet are anticipated at this bridge.

SITE GEOLOGY

The site is located in the Highland Rim geophysical province. The site geology consists of the Fort Payne Chert formation. The Fort Payne Chert Formation consists of grayish-orange chert with thin to medium bedding. The chert is the dominant member of this formation; however, shale partings and minor limestone units can be present. The shale weathers rapidly to a clay, usually with a high shrink-swell potential. The residual overburden is typically 40 feet thick or less.

SCOPE OF SERVICES

FIELD EXPLORATION

Our scope of work will be performed in general accordance with ALDOT BMTP-398 "Procedure for Conducting Subsurface Investigation and Foundation Reports" and ALDOT's Geotechnical Manual.

The scope of services will include a geotechnical site reconnaissance and subsurface exploration consisting of 10 soil test borings along with NQ rock coring. One boring will be drilled at each abutment and bent as shown on the attached Boring Location Plans.

We will initially perform diamond bit core drilling through the existing asphalt and bridge deck. The asphalt cores drilled in the roadway will be measured for thickness and photographed. After coring, hollow stem auger borings will be performed. Each boring will be drilled to auger refusal, which is anticipated to occur 40 feet deep or less. Standard Penetration Tests (SPT's) will be performed in conjunction with the drilling according to AASHTO T 206.

After auger refusal, rock coring will be performed using an NQ size core barrel to assess the continuity and load carrying capacity of the rock. We propose to core to 20 linear feet at each of the borings, however the actual footage will be based on rock quality and engineering judgement but will be a minimum of 20 feet. Groundwater readings will be taken in the borings prior to NQ rock coring. After drilling, borings drilled in the roadway will be patched with cold patch asphalt and borings drilled through the existing bridge deck will be patched with fast setting concrete.

For project efficiency, and to expedite the field exploration, we propose providing experienced geotechnical staff professionals along with two drilling rigs during the exploration. Our field professionals will coordinate the drilling activities with a licensed engineer in the state of Alabama and will sit the drill rigs and field log the test borings. Our engineer will advise the drillers should we require special tests or altered drilling procedures. We will notify you if unexpected conditions are encountered that warrant modifying the scope of this exploration.

Due to limited access, and for the safety of our drill crews, performance of the field exploration will require road closure during drilling on the bridge decks. We understand that the City of Madison may be able to provide up to three days of road closure. We assume that the road closure can only occur between the hours of 8:30 am and 2:30 pm in order to accommodate school traffic.

Since we anticipate up to five days of field exploration, and there is a possibility that the City of Madison will not be able to provide traffic control, Building & Earth will subcontract a local traffic control service, which is budgeted for five days. The subcontract traffic control will be performed in accordance with ALDOT and MUTCD regulations. Our fee includes five days of subcontract traffic control.

GEOPHYSICAL SERVICES

The Seismic Site Class is based on the average shear wave velocity to a depth of 100 feet. AASHTO also provides alternate methods to determine the Seismic Site Class based on Standard Penetration Test (SPT) N-values or undrained shear strength as described in Article 3.10 of the 2008 Interim Revisions for the AASHTO LRFD Bridge Design Specifications. Our experience, however, indicates the use of N-values and shear strength can be conservative.

We will perform refraction microtremor (ReMi[®]) testing (one run), a seismic method for determining in-situ shear-wave (S-wave) velocities. The Seismic Site Class will be obtained from the results of the ReMi evaluation.

Using our knowledge of the area, the results of the ReMi evaluation, and the USGS National Seismic Hazard Mapping Program, we will provide the following Seismic Design Parameters:

- Mapped Spectral Accelerations for short periods and at 1-second period (S_s and S_1 , respectively).

- Site coefficients (F_a and F_v).
- Maximum Considered Spectral Response Accelerations for short periods and at 1-second period (S_{MS} and S_{M1} , respectively).
- Design Spectral Response Accelerations for short periods and at 1-second period (S_{DS} and S_{D1} , respectively).

LABORATORY TESTING

Laboratory tests, including moisture content, sieve analysis with hydrometer, Atterberg limit determinations, rock core compressive strength tests, and corrosivity tests will be performed as shown in the attached Drilling and Sampling Plan.

REPORT

The results of our work will be documented in a written report in general accordance with ALDOT- 398. Our recommendations will also include site preparation considerations for the approach fill, undercutting requirements if necessary, and pavement subgrade preparation considerations. The report will also include thickness data from the asphalt cores so an equivalent asphaltic buildup can be developed by Garver.

EXCLUDED SERVICES

The following services are specifically excluded from this proposal:

- Surveying boring locations.
- Pavement design.
- Slope stability analysis due to limited approach fill depths.
- Scour analysis. We will provide D_{50} results for others to perform this analysis.

UTILITIES / SITE ACCESS

We will contact the Alabama One-Call Center to locate underground utilities at the site. We request the Client provide us with any available information regarding underground utilities. Building & Earth will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

We have assumed that all right of way has been acquired prior to our mobilization. We will require right of entry to all property not within existing right of way, prior to mobilization.

BUDGET

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, the budget for subsurface exploration and geotechnical evaluation is **\$79,325. This budget assumes Building & Earth provides five days of traffic control.**

If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

AUTHORIZATION AND SCHEDULE

We anticipate receiving a Work Authorization acting as a notice to proceed. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 15 to 20 business days after receiving written authorization to proceed and will take 5 days to complete. The draft report will be available within 30 business days following completion of the field exploration. The final report will be available within 5 business days of receipt of comments from Garver.

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

We appreciate the opportunity to submit this proposal to provide a Foundation Report for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.

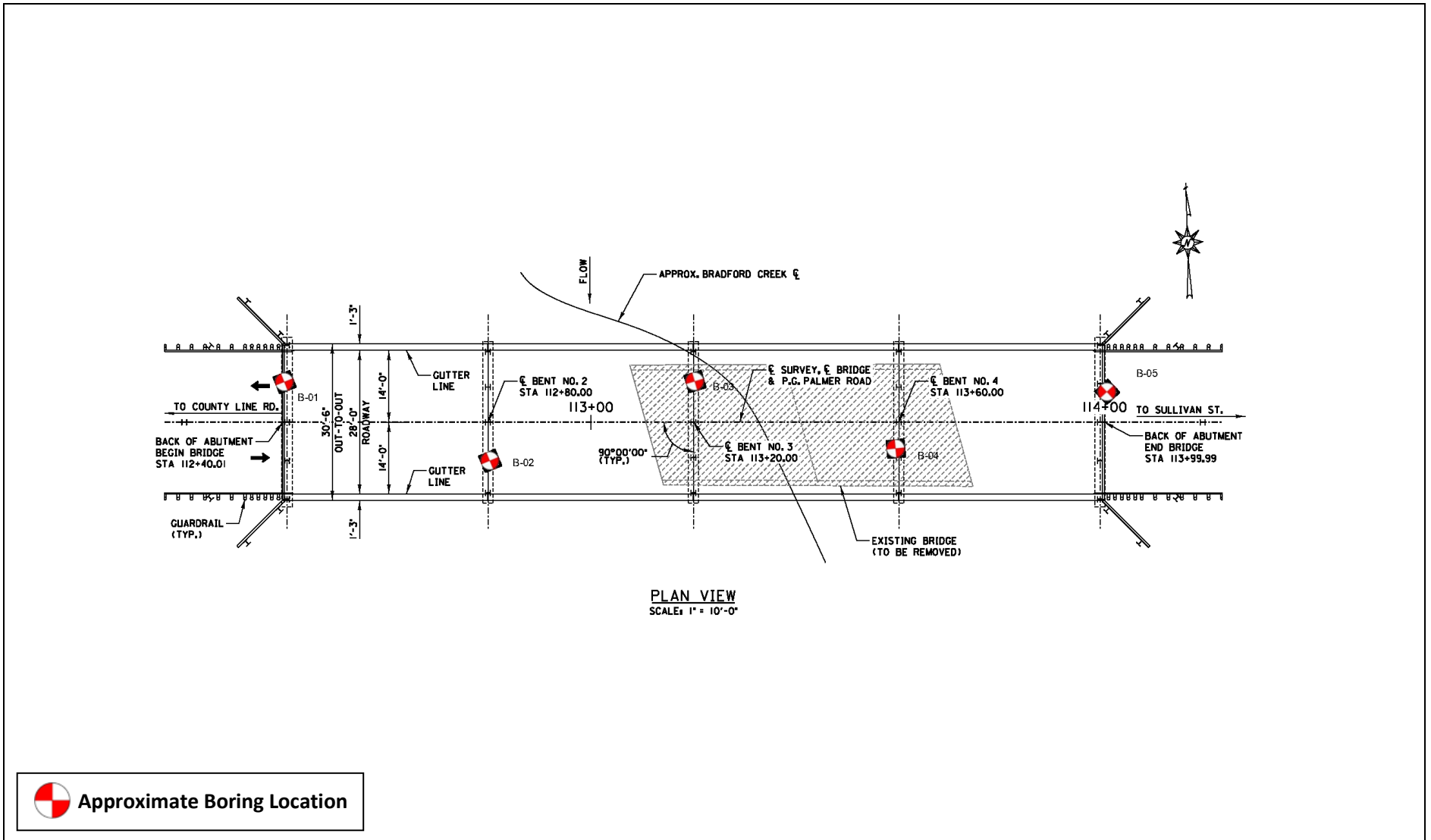


Kevin Edmondson, P.E.
Assistant Branch Manager



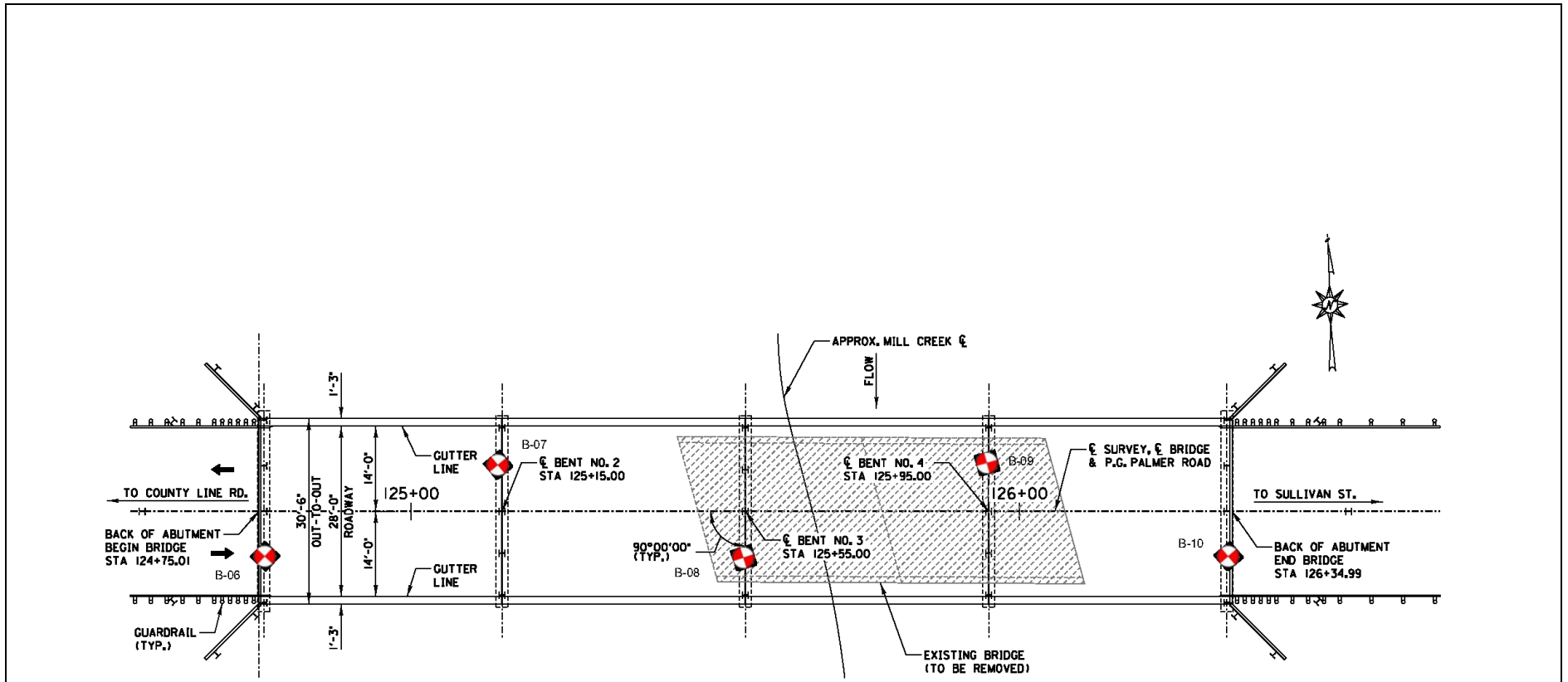
Jeff Pepper, P.E.
Chief Engineer

Attachments: Proposed Boring Location Plans
Fee Estimate
Sampling Plan




Approximate Boring Location

Reference used to create this drawing:	Date:	Approx. Scale:	Project Name / Number:	BUILDING & EARTH <small>Geotechnical, Environmental, and Materials Engineers</small>	PROPOSED BORING LOCATION PLAN
<i>Palmer Road Bridge Replacements over Bradford Creek and Mill Creek dated 05/23</i>	09/12/2023	AS SHOWN	Palmer Road Bridge Replacement over Bradford Creek / HV25185		



PLAN VIEW
SCALE: 1" = 10'-0"

 **Approximate Boring Location**


Reference used to create this drawing:	Date:	Approx. Scale:	Project Name / Number:	 Geotechnical, Environmental, and Materials Engineers	PROPOSED BORING LOCATION PLAN
Palmer Road Bridge Replacements over Bradford Creek and Mill Creek dated 05/23	09/12/2023	AS SHOWN	Palmer Road Bridge Replacement over Mill Creek / HV25185		

Exhibit E

**Fee Estimate
Palmer Road Bridge Replacements
Madison, Madison County, AL**

Task	Description	Unit	Rate	Quantity	Item Cost	Task Subtotal
Project setup, work plan prep						
	Project Engineer	Hour	\$ 125.00	8	\$ 1,000.00	
	Senior Engineer	Hour	\$ 200.00	4	\$ 800.00	
	Mileage	Mile	\$ 0.750	30	\$ 22.50	
	Task Subtotal					\$ 1,822.50
Field Exploration						
	Staff Engineer	Hour	\$ 105.00	80	\$ 8,400.00	
	Project Engineer	Hour	\$ 125.00	8	\$ 1,000.00	
	Senior Engineer	Hour	\$ 200.00	4	\$ 800.00	
	Mileage	Mile	\$ 0.750	150	\$ 112.50	
	Task Subtotal					\$ 10,312.50
Coring						
	Subcontract Coring	Day	\$ 3,290.00	1	\$ 3,290.00	
	Task Subtotal					\$ 3,290.00
Traffic Control						
	Subcontract Traffic Control	Day	\$ 2,500.00	3	\$ 7,500.00	
	Enhanced Traffic Control	Day	\$ 3,500.00	2	\$ 7,000.00	
	Task Subtotal					\$ 14,500.00
Drilling						
	Subcontract Drilling	Each Rig	\$ 2,950.00	10	\$ 29,500.00	
	Task Subtotal	Per Day				\$ 29,500.00
Seismic						
	Seismic Survey	Each	\$ 2,500.00	1	\$ 2,500.00	
	Task Subtotal					\$ 2,500.00
Labortatory						
	Soil Classification Atterberg and Sieve Analysis with Hydrometer	Each	\$ 125.00	8	\$ 1,000.00	
	Moisture Content	Each	\$ 15.00	50	\$ 750.00	
	Rock Core Compressive Strenth	Each	\$ 100.00	4	\$ 400.00	
	Sulfates, Chlorides, pH	Each	\$ 200.00	4	\$ 800.00	
	Task Subtotal					\$ 2,950.00
Draft Report						
	Project Engineer	Hour	\$ 125.00	40	\$ 5,000.00	
	Senior Engineer	Hour	\$ 200.00	20	\$ 4,000.00	
	Computer Processor	Hour	\$ 75.00	16	\$ 1,200.00	
	Task Subtotal					\$ 10,200.00
Final Report						
	Project Engineer	Hour	\$ 125.00	16	\$ 2,000.00	
	Senior Engineer	Hour	\$ 200.00	8	\$ 1,600.00	
	Computer Processor	Hour	\$ 75.00	2	\$ 150.00	
	Task Subtotal					\$ 3,750.00
Miscellaneous Supplies						
	Miscellaneous Supplies	Each	\$ 500.00	1	\$ 500.00	
	Task Subtotal					\$ 500.00
Total Project Estimate						\$ 79,325.00

SAMPLING PLAN
Palmer Road Bridge Replacements - Madison, AL

FEATURE	BORING NUMBER	APPROXIMATE SURFACE EL.	OFFSET (feet)	SOIL BORING DEPTH (ft)	CASING ADVANCER	TESTS																			
						Asphalt Core	Rock Core	Sample Jars	U.D.	Bulk	Piezometer (ft)	Soil Class.	Moist.	pH	Sulfates	Chlorides	Resistivity	Tri-axial CU/PP	Unit Wt./U.C.	Rock q _u	Consol	Organic Content	Res. Modulus*	Std. Proct.*	
TOTALS:	10			400		6	200	0	0	0	0	8	50	2	2	2	0	0	0	4	0	0	0	0	
Abutment No. 1 Sta 112+40	1			40		1	20						5	1	1	1				1					
Bent No. 2 Sta 112+80	2			40		1	20						5												
Bent No. 3 Sta 113+20	3			40			20					2	5												
Bent No. 4 Sta 113+60	4			40			20					2	5												
Abutment No. 2 Sta 113+99.99	5			40		1	20						5							1					
Abutment No. 1 Sta 124+75.01	6			40		1	20						5	1	1	1				1					
Bent No. 2 Sta 125+15	7			40		1	20						5												
Bent No. 3 Sta 125+55	8			40			20					2	5												
Bent No. 4 Sta 125+95	9			40			20					2	5												
Abutment No. 2 Sta 126+34.99	10			40		1	20						5							1					

DATE: 10/18/2023 P23-8000

TO: Via Email

ATTEN: Scott Leach
Garver

RE: **PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING (SUE) Services: Palmer Road Bridge Replacement over Bradford and Mill Creek Madison, AL**

Long Engineering, LLC. is pleased to submit this proposal SUE services for the above referenced project. The following is a description of the scope of work that is required to complete this task:

1.0 **SUE - Scope**

SUE QL-C – The recommended scope of this work is deemed as Quality Level C (QL-C) in order to provide utility information at a higher Quality Level than Quality Level D (QL-D) while saving costs compared to Quality Level B (QL-B) given the proposed scope of work.

- Underground and overhead utilities will be depicted within the project limits shown in Attachment B. SUE services will be provided in accordance with Long Engineering line styles. Long will mobilize a hybrid Survey/SUE crew to survey utility related features and correlate them with utility records to produce QL-C SUE linework per ASCE 38.22 SUE standards.
- Long will coordinate with the local utility companies to confirm the general location of their utilities based upon records research and AL811 notifications as well as site research of any existing site utility maps available and provided. Long is providing this service based upon available utility company records as well as visible utility site features.
- Utilities identified in records research that do not have above ground utility features or that there is less certainty in their horizontal location shall be shown as Quality Level D (QL-D) data in the deliverables noted below.
- Sanitary Sewer connectivity will be shown as QL-C data unless manholes are unable to be accessed (will be shown at QL-D) in the deliverables noted below as well.

+ Limits:

- SUE QL-C KMZ limits attached in Attachment B based on PDF project limits provided by Garver

+ Scope Assumptions:

- No pole data table is included in the scope. Poles will be surveyed and overhead connectivity, pole height as well as pole ownership will be depicted.
- Long will utilize specific line styles and cell symbology that are in accordance with ASCE 38-22 standards.
- Long Engineering estimates that there is 12,000 LF of QL-C SUE that will be completed within the limits along with 10 utility poles, 4 sanitary sewer manholes.
- Sanitary Sewer manhole inverts and connectivity are included in the scope
- Survey control is to be provided by Garver

- ODC’s include mob-de mob from the Birmingham office
- No Utility Coordination (UC), Quality Level B (QL-B) or Quality Level A (QL-A) SUE is to be provided in this scope. Long Engineering has the capability to perform additional SUE and UC for this project if needed.
- No utility plan sheets are to be included in the scope
- + QL-C Deliverables:
 - UTLE.DGN file
 - PDF plan set with the following:
 - Cover sheet showing project limits, index of sheets, project name
 - General notes sheet showing utility owner contact information, general notes pertaining to date of investigation, date of survey control on file
 - Utility legend sheet showing legend utility line styles and utility cells

SCHEDULE:

Schedule Milestones:

- + Assumed NTP 11/1/2023
- + Start QL-C field work 11/6/2023
- + Complete QL-C deliverables 11/22/2023

FEE STRUCTURE:

Please see Attachment A for detailed fee breakdown, below is a summary of the fee structure:

Task	Description	Fee	
1.1	SUE QL-C	Hourly not to exceed	\$7,070.00
1.1.1	SUE QL-C ODC	At cost, GSA rates	\$267.24
	TOTAL		\$7,337.24

INVOICES:

Invoices for the work will be submitted on the first day of each month and are due payable in full within 30 days.

Long Engineering, LLC.

Garver

Randy Sanborn, PE
National Practice Leader – SUE



Cost Proposal

Date: 10/18/2023

Attachment A



Project: Palmer Road Bridge Replacements over Bradford and Mill Creek
 Phase SUE QL-C
 Client: Garver

DIRECT LABOR				
Personnel SUE QL-C	Est. Hours	Rate/Hour	Cost (\$)	Totals
Principle	2	\$ 305.00	\$ 610.00	
Survey Director/Senior Engineer	4	\$ 235.00	\$ 940.00	
PM/SUE Manager	6	\$ 170.00	\$ 1,020.00	
SUE and Survey 2 Person Crew	10	\$ 160.00	\$ 1,600.00	
Survey CAD Technician	10	\$ 210.00	\$ 2,100.00	
Clerical/Admin.	10	\$ 80.00	\$ 800.00	
Total SUE QL-C	42		\$ 7,070.00	\$ 7,070.00
Direct Costs (Specify)				
Travel (204 mi./round trip x 1 trips (2 trucks)	408		\$0.655	\$267.24
Total Direct Costs				\$267.24
Total Estimated Costs				\$7,337.24
Maximum Amount of Contract Proposal				\$7,337.24

Exhibit E

Attachment B

Palmer Park

Palmer Rd & Cormorant Lndg

Palmer Park Soccer Field 7

Palmer Park Soccer Field 9

Palmer Park Soccer Field 3

Palmer Park Soccer Field 4

Madison Baseball Association - Field 3

Adonai School Of Ballet & Fine

Ox Foundation Solutions