



**Agreement  
For  
Professional Services  
City of Madison, Alabama  
Project No. 21T10250**



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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 "**Client**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Client and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

## **RECITALS**

**WHEREAS**, Client intends to have hydrologic and hydraulic analyses, surveying and conceptual design for two (2) bridge replacements along Palmer Road in the City of 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.** Client hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Client constitutes Client's written authorization to proceed with the Services. In consideration for such Services, Client agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Client will pay Garver in accordance with this Section 3 and Exhibit B. Client 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 Client on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Client to know with reasonable certainty the proportion of Services accomplished. The Client'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. Client shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Client 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 Client 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 Client with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Client 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, Client's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Client 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 Client 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. Client shall give prompt written notice to Garver whenever Client 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) Client's performance of its responsibilities under this Agreement.

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

5.1.5. Client 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. Client 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 Client-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Client'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 Client under Exhibit A (the "**Deliverables**"), shall become the property of Client subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Client hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Client's written request, Garver will furnish to Client 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 Client'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, Client 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 Client's possession or released to others by Client. 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 Client.

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 Client fulfilling its payment obligations under this Agreement, Garver hereby grants Client 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, Client 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 Client'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. Client 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 Client, Garver will not be required to re-design the Services without additional compensation. In the event Client requires greater assurances as to probable construction cost, then Client 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 Client 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, Client 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. Client 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 Client 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 Client 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. Client may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Client 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 Client 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 Client, and Client'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. Client Indemnity. Subject to the limitations of liability set forth in Section 9.2, Client 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 Client or any other party for whom Client is legally liable, in the performance of Client'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 Client, 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 Client 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 Client, 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 Client hereby releases Garver, and Garver releases Client, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Client and Garver, Client 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. Client'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 Client 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 Huntsville, 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 Client shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Client 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 Client, unless litigation assistance has been expressly included as part of Services. In the event Client requests such services of Garver, this Agreement shall be amended in writing by both Client and Garver to account for the additional services and resulting cost in accordance with Section 4.



## 11. TERMINATION

- 11.1. Termination for Convenience. Client 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. Client 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 Client, Client 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. Client 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 Client 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 Client and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Client 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

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Client 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.

*[Signature Page to Follow]*



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

**IN WITNESS WHEREOF**, Client 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: 9/30/2022

Attest: \_\_\_\_\_

Attest: 



EXHIBIT A  
(SCOPE OF SERVICES)

**1. GENERAL**

Generally, the scope of services includes professional services to provide hydraulic bridge recommendations for the Palmer Road Bridge Replacements over Bradford Creek and Mill Creek in the City of Madison, Alabama. The scope of services generally includes topographic surveying, hydrologic and hydraulic analyses (drainage study), and preparation of conceptual level plans for the bridge replacement recommendations.

**BASIC SERVICES**

**2. COORDINATION**

Garver will attend two (2) virtual coordination meetings with the Owner. Garver will prepare exhibits for these meetings when appropriate.

**3. DRAINAGE STUDY**

Bradford Creek and Mill Creek, a tributary of Bradford Creek, are included in the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) for Madison County, Alabama and Incorporated Areas, Revised August 16, 2018. Both streams within the study area are designated as a FEMA Special Flood Hazard Area (SFHA), Zone "AE" with a regulatory floodway according to the Flood Insurance Rate Map (FIRM) Map Number 01089C0284E, Revised October 2, 2014.

**3.1. FEMA FIS Data**

The City has made a data request for all effective FEMA FIS data. The effective models that are available for the study reach have been received by the City from the FEMA Technical Mapping Partner and provided to Garver.

Garver will review the technical and administrative support data that is received from the City and will use the effective hydrologic and hydraulic data to the extents possible if it is determined to be satisfactory based on current conditions.

**3.2. Hydrologic Analysis**

The FEMA FIS includes a summary of discharges for Bradford Creek and Mill Creek; however, it is not clear in the FIS as to when these discharges for Mill Creek were determined. The stream reach of Bradford Creek, approximately 1,400 feet upstream of Palmer Road, was studied using HEC-HMS 3.3 in 10/02/2014. Based on review of aerial photographs, it appears that significant development has occurred within the watershed upstream of Palmer Road since early 2000s.

Garver will develop a hydrologic model using HEC-HMS and will perform hydrologic analyses of the Bradford Creek and Mill Creek drainage basins for the Palmer Road crossings. The HEC-HMS hydrologic model will be used to determine existing conditions peak discharges at the crossings for storm events including the 10-, 25-, 50-, 100-, and 500-year events. Methodology will be selected by Garver but will be as permitted in the Owner's Drainage Criteria Manual. Modeling parameters, such as areas, slopes, drainage paths, and distances will be obtained from publicly available lidar elevation data and based on land use from current aerial photos.



and verified by field investigations. Runoff characteristics for non-developed areas will be based on current land-use plans. Estimated peak discharges will be compared to the values published in the effective FEMA FIS for each respective flooding source and location.

A fully developed conditions analysis of the drainage basins will also be conducted to estimate future peak discharges for the 10-, 25-, 50-, 100-, and 500-year events. The analysis will utilize the city's comprehensive land use plan and/or zoning information to determine future land use for all undeveloped areas.

### 3.3. Hydraulic Analysis

Review of the effective FIRM denotes the crossings on Palmer Road have a common shared floodplain, and the confluence of Mill Creek with Bradford Creek is approximately 1,300 feet downstream of Palmer Road. The effective FIS specifies the stream reach beginning approximately 1,400 feet upstream of Palmer Road and extending to about 3,300 feet upstream of Browns Ferry Road was studied using HEC-RAS 3.1 in October 2014. The FIS does not specify any method or dates for Mill Creek.

Based on the shared floodplain, multiple openings, skewed alignment, and close proximity of the confluence of Mill Creek to the road crossing, it is recommended that a two-dimensional (2D) hydraulic model be used to evaluate the existing and post-project conditions of Bradford Creek and Mill Creek.

Garver will develop a SRH-2D hydraulic model for Bradford Creek and Mill Creek from FEMA Lettered Cross Section "V", located 0.4 miles downstream of the railroad to just downstream of Mill Road. Garver will utilize the model to evaluate existing conditions and to determine limits of 100-year floodplain and base flood elevations for Bradford Creek and Mill Creek within the limits of the detailed study. Known water surface elevations provided in the FEMA FIS for Letter Cross Section "V" will be used as the downstream boundary conditions for SRH-2D model, and flood profiles will be compared to those published on the FIRM and in the FIS.

- A. Produce a post-project (proposed conditions) model to simulate and evaluate proposed replacement hydraulic structure alternatives. Evaluation of no more than two (2) design alternatives is included in the Scope of Services. Due to the development within the apparent floodplain(s), a 100-year no-rise hydraulic design condition will be sought. This will be determined in accordance with the FEMA guidance for two-dimensional modeling (i.e., averaged cross sectional results, maximum differential, etc.), and may vary from the criteria established for no-rise using traditional one-dimensional modeling. Any tasks required for a design condition with a rise in water surface elevations, including but not limited to evaluation of additional design alternatives or mitigation alternatives, are specifically excluded from this Scope of Services, but can be performed as additional services if requested in writing by the Owner.
- B. Evaluate the pre-project and post-project conditions for the Palmer Park Expansion between Bradford Creek and Mill Creek immediately south of Palmer Road. This analysis will be used to determine the impacts associated with the improvements, if any, on water surface elevations along the floodplain sources. The results will be compared to lettered cross sections included in the FEMA FIS. The city has provided as-bid construction plans, dated September 4, 2019, for the project. The contours from the Grading & Drainage Plan will be used to determine pre-project (existing) terrain prior to the park improvements and post-project (proposed) terrain after construction. This terrain will be verified using survey data collected as part of this scope of services.



- C. Evaluate a proposed pedestrian crossing over Bradford and Mill Creeks. The location of the crossings will be provided by the city. The pedestrian crossing should try to achieve a 100-year no-rise and consider debris accumulations to the extents practical.
- D. Perform a floodway analysis to evaluate the preferred bridge replacement structures at Palmer Road. Compare the proposed floodway results to the effective floodway data.

#### 3.4. Hydraulic Design

Garver will perform a bridge scour analysis in accordance with the Federal Highway Administration (FHWA) publication *Evaluating Scour at Bridges*, Hydraulic Engineering Circular No. 18 (HEC-18) for the preferred bridge replacement alternative. The determination and design of stream instability countermeasures will be based on the FHWA publication *Bridge Scour and Stream Instability Countermeasures*, Hydraulic Engineering Circular No. 23 (HEC-23).

#### 3.5. Drainage Study Memorandum

Garver will develop a brief drainage study memorandum including the following:

- A. Description of hydrologic analyses and peak flows at the sites.
- B. Description of the existing floodplain(s) hydraulic conditions and comparisons to the effective FEMA floodplain.
- C. Description of proposed hydraulic conditions for Palmer Road bridge replacement structure configurations and scour plot with conceptual countermeasures at Bradford Creek and Mill Creek.
- D. Tables showing existing and proposed conditions hydraulic results such as water surface elevations, velocities, and other hydraulic parameters.
- E. Plots of the existing and proposed conditions 100-year floodplain limits.
- F. If applicable, a no-rise certification for the proposed bridge replacement project.

### 4. **CONCEPTUAL DESIGN**

The conceptual design phase will include a maximum of two (2) bridge replacement alternative Type, Size & Location (TS&L) layouts, design criteria, and an opinion of probable construction cost. Roadway approach horizontal and vertical geometry and typical sections will also be developed for each alternative. The layout exhibits will consist of scaled 11"x17" plan sheets which fit the extents of the improvements for each alternative. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude opinion of probable cost estimate for the project. Preliminary and Final Design of the preferred replacement alternative is not included in this scope of work but can be added by amendment.

### 5. **SURVEYS**

#### 5.1. Topographic Surveys

Garver will provide field survey data for the drainage study, and this survey will be tied to the Owner's control network or state plane network. Locations of the channel cross-sections to surveyed are illustrated in Attachment "A". The length of the lines shown do not denote the length of surveyed section. Channel cross sections shall extend approximately 50-feet from the





high-top bank on both sides of the channels. Publicly available lidar elevation data will be used to extend the channel cross sections across the entire floodplain and used to create the terrain model for the hydraulic model.

Garver will conduct field surveys, utilizing GPS and radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground and generating cross-sections to be used for hydraulic modeling. Garver will survey the existing Palmer Road roadway prism (edge of shoulder to edge of shoulder) and existing bridges from the Bradford Creek Greenway Trailhead at Palmer Park to the Waxwing Street intersection to be used for preliminary engineering design of roadway and bridge improvements. Garver will establish control points for use during construction.

#### **5.2. Property Surveys**

Property or boundary surveys, title abstracting, and preparation of property acquisition documents are anticipated for the completion of the project but are not included in this scope of services.

#### **5.3. Site and Stream Reconnaissance**

Garver will conduct a site visit to visually observe the project site and stream conditions within the study area. Pertinent structures and field conditions will be photographed and documented for use in the drainage study. Where appropriate, the photographs will be included in the final drainage memorandum.

### **6. PROJECT DELIVERABLES**

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Two (2) copies of the Drainage Study Memorandum.
- B. Two (2) copies of the Conceptual Replacement Alternative Layouts with opinion of probable construction costs.
- C. Electronic files as requested.

### **ADDITIONAL SERVICES**

#### **7. FEMA CLOMR COORDINATION**

If it is determined that a 100-year no-rise certification cannot be achieved, Garver will provide the following additional scope of services.

- A. Prepare a Conditional Letter of Map Revision (CLOMR) on behalf of the City of Madison. The application package will include the following:
  - i. Project narrative
  - ii. Completed applicable MT-2 forms
  - iii. Certified topographic work map(s) and annotated FIRM(s)
  - iv. Include proposed plans (prepared in Final Design phase)
  - v. Draft floodway notice for all affected property owners. Notifications shall be submitted to the City of Madison for distribution to the property owners.
  - vi. Endangered Species Act (ESA) Compliance Documentation shall be provided by the City of Madison. ESA documentation is excluded from the additional services.
- B. Submit the CLOMR application to FEMA for review.



- C. Coordinate with FEMA to address up to two (2) rounds of review comments. Coordination and addressing additional rounds of comments shall be considered Extra Work.

The basis of estimate does not include the current applicable fee for a FEMA CLOMR review. It is assumed that the City of Madison will pay this fee.

## **8. EXTRA WORK**

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Geotechnical services
- D. Environmental services
- E. Preliminary and final design
- F. Property acquisition documents
- G. Construction phase services

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.





**Exhibit B**  
**City of Madison, Alabama**  
**Palmer Road Bridge Replacements**  
**Garver Hourly Rate Schedule: July 2022 - June 2023**

| <b>Classification</b>           | <b>Rates</b> | <b>Classification</b>              | <b>Rates</b> |
|---------------------------------|--------------|------------------------------------|--------------|
| <b>Engineers / Architects</b>   |              | <b>Resource Specialists</b>        |              |
| E-1                             | \$ 120.00    | RS-1                               | \$ 96.00     |
| E-2                             | \$ 146.00    | RS-2                               | \$ 133.00    |
| E-3                             | \$ 165.00    | RS-3                               | \$ 188.00    |
| E-4                             | \$ 192.00    | RS-4                               | \$ 246.00    |
| E-5                             | \$ 235.00    | RS-5                               | \$ 308.00    |
| E-6                             | \$ 269.00    | RS-6                               | \$ 379.00    |
| E-7                             | \$ 375.00    | RS-7                               | \$ 431.00    |
| <b>Planners</b>                 |              | <b>Environmental Specialists</b>   |              |
| P-1                             | \$ 140.00    | ES-1                               | \$ 96.00     |
| P-2                             | \$ 172.00    | ES-2                               | \$ 127.00    |
| P-3                             | \$ 215.00    | ES-3                               | \$ 154.00    |
| P-4                             | \$ 245.00    | ES-4                               | \$ 191.00    |
| P-5                             | \$ 285.00    | ES-5                               | \$ 240.00    |
| <b>Designers</b>                |              | ES-6                               | \$ 293.00    |
| D-1                             | \$ 115.00    | ES-7                               | \$ 376.00    |
| D-2                             | \$ 137.00    | ES-8                               | \$ 425.00    |
| D-3                             | \$ 151.00    | <b>Project Controls</b>            |              |
| D-4                             | \$ 177.00    | PC-1                               | \$ 99.00     |
| <b>Technicians</b>              |              | PC-2                               | \$ 136.00    |
| T-1                             | \$ 100.00    | PC-3                               | \$ 173.00    |
| T-2                             | \$ 110.00    | PC-4                               | \$ 222.00    |
| T-3                             | \$ 130.00    | PC-5                               | \$ 271.00    |
| T-4                             | \$ 160.00    | PC-6                               | \$ 333.00    |
| <b>Surveyors</b>                |              | PC-7                               | \$ 428.00    |
| S-1                             | \$ 52.00     | <b>Administration / Management</b> |              |
| S-2                             | \$ 71.00     | AM-1                               | \$ 52.00     |
| S-3                             | \$ 90.00     | AM-2                               | \$ 85.00     |
| S-4                             | \$ 120.00    | AM-3                               | \$ 109.00    |
| S-5                             | \$ 172.00    | AM-4                               | \$ 140.00    |
| S-6                             | \$ 205.00    | AM-5                               | \$ 198.00    |
| 2-Man Crew (Survey)             | \$ 210.00    | AM-6                               | \$ 250.00    |
| 3-Man Crew (Survey)             | \$ 250.00    | AM-7                               | \$ 301.00    |
| 2-Man Crew (GPS Survey)         | \$ 230.00    | M-1                                | \$ 385.00    |
| 3-Man Crew (GPS Survey)         | \$ 275.00    |                                    |              |
| <b>Construction Observation</b> |              |                                    |              |
| C-1                             | \$ 106.00    |                                    |              |
| C-2                             | \$ 136.00    |                                    |              |
| C-3                             | \$ 165.00    |                                    |              |
| C-4                             | \$ 204.00    |                                    |              |
| C-5                             | \$ 244.00    |                                    |              |

## **Exhibit B**

### **City of Madison, Alabama Palmer Road Bridge Replacements**

#### **FEE SUMMARY**

| <b>Phase I Service</b>              | <b>Estimated Fees</b> |
|-------------------------------------|-----------------------|
| Drainage Study                      | \$ 127,296.00         |
| Surveys                             | \$ 21,388.00          |
| Conceptual Design                   | \$ 51,241.00          |
| <b>Subtotal for Phase I Service</b> | <b>\$ 199,925.00</b>  |

## Exhibit B

### City of Madison, Alabama Palmer Road Bridge Replacements

#### DRAINAGE STUDY

| WORK TASK DESCRIPTION                              | E-5       | E-4      | E-3       | E-1       | P-2      | AM-2     |
|--|-----------|----------|-----------|-----------|----------|----------|
|  | \$235.00  | \$192.00 | \$165.00  | \$120.00  | \$172.00 | \$85.00  |
|  | hr        | hr       | hr        | hr        | hr       | hr       |
| <b>1. Project Management</b>                       |           |          |           |           |          |          |
| Administration and Coordination                    | 8         |          |           |           |          | 3        |
| Prepare PMP  | 4         |          |           |           |          |          |
| Submittals to Client                               | 2         |          | 2         |           |          |          |
| <b>Subtotal - Project Management</b>               | <b>14</b> | <b>0</b> | <b>2</b>  | <b>0</b>  | <b>0</b> | <b>3</b> |
| <b>2. Coordination</b>                             |           |          |           |           |          |          |
| Client meetings (2 virtual)                        | 4         |          | 4         |           |          |          |
| <b>Subtotal - Coordination</b>                     | <b>4</b>  | <b>0</b> | <b>4</b>  | <b>0</b>  | <b>0</b> | <b>0</b> |
| <b>3. FEMA FIS Data</b>                            |           |          |           |           |          |          |
| Review effective data                              | 2         |          | 2         | 4         |          |          |
| <b>Subtotal - FEMA FIS Data</b>                    | <b>2</b>  | <b>0</b> | <b>2</b>  | <b>4</b>  | <b>0</b> | <b>0</b> |
| <b>4. Hydrologic Analysis</b>                      |           |          |           |           |          |          |
| Current Conditions                                 |           |          |           |           |          |          |
| Delineate watershed and determine parameters       |           |          | 2         | 30        |          |          |
| Develop HEC-HMS model                              |           |          | 8         | 10        |          |          |
| Fully Developed Conditions                         |           |          |           |           |          |          |
| Determine fully developed parameters               |           |          | 2         | 16        |          |          |
| Update HEC-HMS model                               |           |          | 2         | 4         |          |          |
| Document flows for use in hydraulic model          | 2         |          | 4         |           |          |          |
| Quality Control Review and Address Comments        |           | 8        | 8         | 4         |          |          |
| <b>Subtotal - Hydrologic Analysis</b>              | <b>2</b>  | <b>8</b> | <b>26</b> | <b>64</b> | <b>0</b> | <b>0</b> |
| <b>5. Hydraulic Analysis</b>                       |           |          |           |           |          |          |
| Palmer Road Bridge Replacements                    |           |          |           |           |          |          |
| Existing Conditions Analysis                       |           |          |           |           |          |          |
| Establish model domain and boundary conditions     | 1         |          | 8         |           |          |          |
| Merge survey with lidar                            |           |          | 4         |           | 8        |          |
| Prepare existing conditions terrain and landuse    |           |          | 20        | 8         |          |          |
| Import existing bridge data                        |           |          | 8         | 4         |          |          |
| Develop mesh                                       | 4         |          | 20        |           |          |          |
| Layout monitoring/observation arcs                 | 1         |          | 2         |           |          |          |
| Execute, refine, and extract/map existing data     |           |          | 16        |           |          |          |
| Proposed Conditions Analysis                       |           |          |           |           |          |          |
| Modify post-project terrain                        |           |          | 4         |           | 8        |          |
| Update post-project mesh                           |           |          | 12        |           |          |          |
| Import replacement structures (2 alternatives)     |           |          | 16        |           | 6        |          |
| Execute, refine, and extract/map post-project data |           |          | 16        |           |          |          |
| Floodplain mapping                                 |           |          |           | 8         | 8        |          |
| Palmer Park Expansion Grading Evaluation           |           |          |           |           |          |          |
| Update pre-project terrain                         |           | 4        | 4         |           |          |          |
| Execute, refine, and extract pre-project data      |           |          | 4         |           |          |          |
| Update post-project terrain                        |           | 4        | 4         |           |          |          |
| Execute, refine, and extract post-project data     |           |          | 4         |           |          |          |
| Tabulate results                                   |           |          | 2         |           |          |          |

|  |                    |                   |                    |                    |                   |                 |
|--|--------------------|-------------------|--------------------|--------------------|-------------------|-----------------|
| Palmer Park Expansion Pedestrian Bridge Evaluation           |                    |                   |                    |                    |                   |                 |
| Evaluate typical stream crossing headwall                    |                    |                   | 2                  |                    |                   |                 |
| Execute, refine, and extract pre-project data                |                    |                   | 4                  |                    |                   |                 |
| Evaluate alternative design                                  |                    |                   | 4                  |                    |                   |                 |
| Execute, refine, and extract post-project data               |                    |                   | 4                  |                    |                   |                 |
| Tabulate results   |                    |                   | 2                  |                    |                   |                 |
| Floodway Analysis - Existing Conditions                      |                    |                   |                    |                    |                   |                 |
| Bradford Creek and Mill Creek Combined                       |                    |                   | 16                 |                    |                   |                 |
| Mill Creek Only  |                    |                   | 16                 |                    |                   |                 |
| Floodway mapping   |                    |                   | 4                  | 16                 | 4                 |                 |
| Floodway Analysis - Proposed Conditions                      |                    |                   |                    |                    |                   |                 |
| Bradford Creek and Mill Creek Combined                       |                    |                   | 20                 |                    |                   |                 |
| Mill Creek Only  |                    |                   | 20                 |                    |                   |                 |
| Floodway mapping   |                    |                   | 4                  | 16                 | 4                 |                 |
| Quality Control Review and Address Comments                  | 40                 |                   | 30                 | 20                 |                   |                 |
| <b>Subtotal - Hydraulic Analysis</b>                         | <b>46</b>          | <b>8</b>          | <b>270</b>         | <b>72</b>          | <b>38</b>         | <b>0</b>        |
| <b>6. Hydraulic Design</b>                                   |                    |                   |                    |                    |                   |                 |
| Scour Analyses   |                    |                   | 2                  | 12                 |                   |                 |
| Plot scour hole overlaps                                     |                    |                   |                    | 2                  |                   |                 |
| Design riprap at bridge abutments                            |                    |                   | 2                  | 4                  |                   |                 |
| Quality Control Review and Address Comments                  |                    | 2                 |                    | 4                  |                   |                 |
| <b>Subtotal - Hydraulic Design</b>                           | <b>0</b>           | <b>2</b>          | <b>4</b>           | <b>22</b>          | <b>0</b>          | <b>0</b>        |
| <b>7. Design Study Memorandum</b>                            |                    |                   |                    |                    |                   |                 |
| Prepare replacement structure exhibits                       |                    |                   | 2                  | 2                  |                   |                 |
| Prepare memorandum   | 1                  |                   | 8                  | 24                 |                   |                 |
| Tabulation of results  |                    |                   | 4                  | 8                  |                   |                 |
| Prepare no-rise documentation, if applicable                 | 1                  |                   | 2                  | 8                  |                   |                 |
| Quality Control Review and Address Comments                  |                    | 8                 | 8                  | 4                  |                   |                 |
| <b>Subtotal - Design Study Memorandum</b>                    | <b>2</b>           | <b>8</b>          | <b>24</b>          | <b>46</b>          | <b>0</b>          | <b>0</b>        |
| <b>8. FEMA CLOMR Coordination</b>                            |                    |                   |                    |                    |                   |                 |
| CLOMR application (MT-2 forms, report, mapping)              |                    |                   | 5                  | 12                 | 4                 |                 |
| Coordinate with City of Madison, respond to comments         |                    |                   | 8                  | 8                  |                   |                 |
| Coordinate with FEMA during review (2 round comments)        |                    |                   | 40                 | 20                 | 2                 |                 |
| Prepare notification letter and identify affected landowners |                    |                   | 4                  | 8                  |                   | 8               |
| Quality Control Review and Address Comments                  |                    | 8                 | 4                  |                    |                   |                 |
| <b>Subtotal - FEMA CLOMR Coordination</b>                    | <b>0</b>           | <b>8</b>          | <b>61</b>          | <b>48</b>          | <b>6</b>          | <b>8</b>        |
| <b>Hours</b>   | <b>70</b>          | <b>34</b>         | <b>393</b>         | <b>256</b>         | <b>44</b>         | <b>11</b>       |
| <b>Salary Costs</b>  | <b>\$16,450.00</b> | <b>\$6,528.00</b> | <b>\$64,845.00</b> | <b>\$30,720.00</b> | <b>\$7,568.00</b> | <b>\$935.00</b> |

**SUBTOTAL - SALARIES: \$127,046.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$150.00  
Travel Costs \$100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$250.00**

**SUBTOTAL: \$127,296.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$127,296.00**

**Exhibit B****City of Madison, Alabama  
Palmer Road Bridge Replacements****SURVEYS**

| WORK TASK DESCRIPTION                              | E-6      | S-5      | S-4       | T-2       | 2-Man Crew<br>(GPS<br>Survey) | AM-1     |
|--|----------|----------|-----------|-----------|-------------------------------|----------|
|  | \$269.00 | \$172.00 | \$120.00  | \$110.00  | \$230.00                      | \$52.00  |
|  | hr       | hr       | hr        | hr        | hr                            | hr       |
| <b>1. Project Management</b>                       |          |          |           |           |                               |          |
| Administration and Coordination                    | 0.5      | 2        |           |           |                               | 1        |
| Quality Control Review                             | 0.5      | 2        |           |           |                               |          |
|  |          |          |           |           |                               |          |
| <b>Subtotal - Project Management</b>               | <b>1</b> | <b>4</b> | <b>0</b>  | <b>0</b>  | <b>0</b>                      | <b>1</b> |
| <b>2. Topographic Survey</b>                       |          |          |           |           |                               |          |
| Establish Project Control                          |          | 1        |           |           | 12                            |          |
| 17 Cross-Sections (see attached kmz for locations) |          |          |           |           | 40                            |          |
| Palmer Road roadway prism survey                   |          |          |           |           | 16                            |          |
| Data Processing and Mapping Preparation            |          | 6        | 10        | 20        |                               |          |
|  |          |          |           |           |                               |          |
| <b>Subtotal - Topographic Survey</b>               | <b>0</b> | <b>7</b> | <b>10</b> | <b>20</b> | <b>68</b>                     | <b>0</b> |
| <b>3. Property Survey</b>                          |          |          |           |           |                               |          |
| Survey Layout Map                                  |          |          |           |           |                               |          |
| Review of Existing Control Points                  |          |          |           |           |                               |          |
| Property Surveys                                   |          |          |           |           |                               |          |
| Data Processing/Preparation                        |          |          |           |           |                               |          |
|  |          |          |           |           |                               |          |
| <b>Subtotal - Property Survey</b>                  | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>0</b>                      | <b>0</b> |

|                     |                 |                   |                   |                   |                    |                |
|---------------------|-----------------|-------------------|-------------------|-------------------|--------------------|----------------|
| <b>Hours</b>        | <b>1</b>        | <b>11</b>         | <b>10</b>         | <b>20</b>         | <b>68</b>          | <b>1</b>       |
| <b>Salary Costs</b> | <b>\$269.00</b> | <b>\$1,892.00</b> | <b>\$1,200.00</b> | <b>\$2,200.00</b> | <b>\$15,640.00</b> | <b>\$52.00</b> |

**SUBTOTAL - SALARIES:** **\$21,253.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly | \$10.00  |
| Survey Supplies                         | \$25.00  |
| Travel Costs                            | \$100.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$135.00**

**SUBTOTAL:** **\$21,388.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$21,388.00**



**Exhibit B****City of Madison, Alabama  
Palmer Road Bridge Replacements****CONCEPTUAL DESIGN**

| WORK TASK DESCRIPTION                                      | E-6               | E-4                | E-2                | E-1               | T-3               | AM-1            |
|--|-------------------|--------------------|--------------------|-------------------|-------------------|-----------------|
|  | \$269.00          | \$192.00           | \$146.00           | \$120.00          | \$130.00          | \$52.00         |
|  | hr                | hr                 | hr                 | hr                | hr                | hr              |
| <b>1. Project Management</b>                               |                   |                    |                    |                   |                   |                 |
| Administration and Coordination                            | 3                 | 1                  |                    |                   |                   | 1               |
| Quality Control Review                                     | 8                 | 4                  |                    |                   |                   |                 |
| Submittals to Client                                       | 1                 |                    |                    |                   |                   | 1               |
|  |                   |                    |                    |                   |                   |                 |
| <b>Subtotal - Project Management</b>                       | <b>12</b>         | <b>5</b>           | <b>0</b>           | <b>0</b>          | <b>0</b>          | <b>2</b>        |
| <b>2. Preliminary Engineering (2 Alternatives)</b>         |                   |                    |                    |                   |                   |                 |
| Typical Sections Development and Modeling                  | 2                 | 4                  | 8                  | 8                 | 4                 |                 |
| Horizontal & Vertical Alignments Development               | 4                 | 12                 | 16                 | 16                | 4                 |                 |
| Bridge TS&L Layouts  | 8                 | 40                 | 60                 | 12                | 16                |                 |
| Proposed Project Layout Maps                               | 2                 | 8                  | 16                 | 24                | 20                |                 |
| Meetings/Coordination with City                            | 2                 | 2                  |                    |                   |                   |                 |
| Opinion of Probable Construction Cost                      | 2                 | 5                  | 2                  |                   |                   |                 |
|  |                   |                    |                    |                   |                   |                 |
| <b>Subtotal - Preliminary Engineering (2 Alternatives)</b> | <b>20</b>         | <b>71</b>          | <b>102</b>         | <b>60</b>         | <b>44</b>         | <b>0</b>        |
| <b>Hours</b>   | <b>32</b>         | <b>76</b>          | <b>102</b>         | <b>60</b>         | <b>44</b>         | <b>2</b>        |
| <b>Salary Costs</b>  | <b>\$8,608.00</b> | <b>\$14,592.00</b> | <b>\$14,892.00</b> | <b>\$7,200.00</b> | <b>\$5,720.00</b> | <b>\$104.00</b> |

**SUBTOTAL - SALARIES: \$51,116.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$75.00  
Travel Costs \$50.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$125.00**

**SUBTOTAL: \$51,241.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$51,241.00**



**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. 21T10250**

**AMENDMENT NO. [?]**

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Madison, Alabama ("Client") 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**, Client 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: \_\_\_\_\_