



December 4, 2023

Ms. Michelle Dunson, Asst. City Engineer
City of Madison, AL
100 Hughes Road
Madison, AL 35758

RE: Proposal for Traffic Engineering Services
Retiming/Corridor Analysis – County Line Road (Madison Boulevard to Dock Murphy Drive)
Madison, AL

Dear Michelle:

Thank you for the opportunity to present this submittal for traffic engineering services. As requested, we have developed a proposal for a Traffic Study for the aforementioned project in the above subject line. Our specific scope for this effort follows:

SCOPE OF SERVICES

Somers Consulting Services (SCS) will prepare a corridor analysis meeting the expectations of the Madison City Engineering and Public Works Departments. These services are to analyze the traffic operations for various intersection signal timing scenarios and coordination along the County Line Road corridor from Madison Boulevard, north to Dock Murphy Drive.

Task 1: Data Collection

Traffic data will be gathered on a typical weekday, consisting of updated peak hour turning movement counts between the hours of 7-9 AM and 2-6 PM at the following signalized intersections (south to north):

1. County Line Road and Madison Boulevard/I-565 ramps
2. County Line Road and Old Highway 20 (maintained by the City of Huntsville)
3. County Line Road and Lena Cain Boulevard
4. County Line Road and Palmer Road
5. County Line Road and Hardiman Road
6. County Line Road and Mill Road/Arbor Trace
7. County Line Road and James Clemons High School
8. County Line Road and High Coach Way/Crownridge Drive
9. County Line Road and Huntsville-Browns Ferry Road/Gillespie Road
10. County Line Road and Old Provence Place/Dock Murphy Drive

Additionally, four 24-hour ADT counts will be gathered along the corridor. Volume counts will include bi-directional volumes and vehicle classification. From the data collected, the peak hour turning movement volumes will be determined for an AM peak hour, and two PM peak hours (school dismissal and evening work-home commute).

Task 2: Corridor modelling

A corridor level model will be built using existing intersection geometry, observed peak hour traffic volumes, and optimized signal timings. Synchro (Version 12) software will be used for the modelling. From the developed model, levels of service for the three peak periods (AM peak, PM school peak, PM work peak) will be estimated. The study intersections will be evaluated for existing traffic conditions using current Highway Capacity Manual (HCM) methodology. The model will consist of the ten aforementioned signalized intersections and the anticipated extension of Royal Drive to intersect County Line Road.

The study intersections will then be re-analyzed according to the HCM procedures to estimate anticipated delay and level of service for the intersection to quantify the potential benefits of different improvement scenarios. The improvement scenarios to be analyzed will include a variety of signal phasings, offsets, and timings, among other potential operational solutions, to best optimize corridor progression along County Line Road and mitigate acute congestion issues at specific intersections.

The results of the analysis will be documented in a memo-style report, with associated recommended signal phasing, coordination, and timing diagrams for submission to City of Madison staff and ready for field implementation. Additionally, SCS will provide corridor animation from SimTraffic software to simulate and help communicate results to any other interested parties within Madison City government (elected officials, etc.)

Task 3: Plan Implementation

SCS personnel will assist Madison staff in implementing specific recommended timing and phasing plans in the field, and fine-tuning settings once established. This task will include up to 3 peak hour visits per studied intersection to observe traffic and assist with any field implementation issues.

Our services will include coordination with the City of Huntsville to include the signalized intersection of County Line Road and Old Highway 20, as the City of Huntsville maintains this intersection.

EXCLUSIONS

The following services are excluded from this proposal:

1. Services resulting from significant changes in the scope, extent, or character of the Project.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Traffic Signal Warrant Analysis or any Traffic Impact Studies

4. Additional traffic counts or analysis for more than those intersections specifically identified in our scope of services.
5. Coordination with any agency outside of the City of Madison (and City of Huntsville as noted).
6. Land surveying or civil engineering design (roadway/intersection design, etc.)

SCHEDULE AND FEE

SCS proposes to perform this scope of services for a lump sum fee of **\$28,000**. Direct reimbursable expenses may include but are not be limited to the following: printing, delivery charges, shipping, and mileage. All permit, application, third party review and submittal fees applicable or required are to be paid by the Client. Additional requested services will be billed at my standard hourly billing rate of \$200.

Attached is a Professional Services Agreement. If this proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. Please let me know if you have any questions or if you need any additional information.

Sincerely,

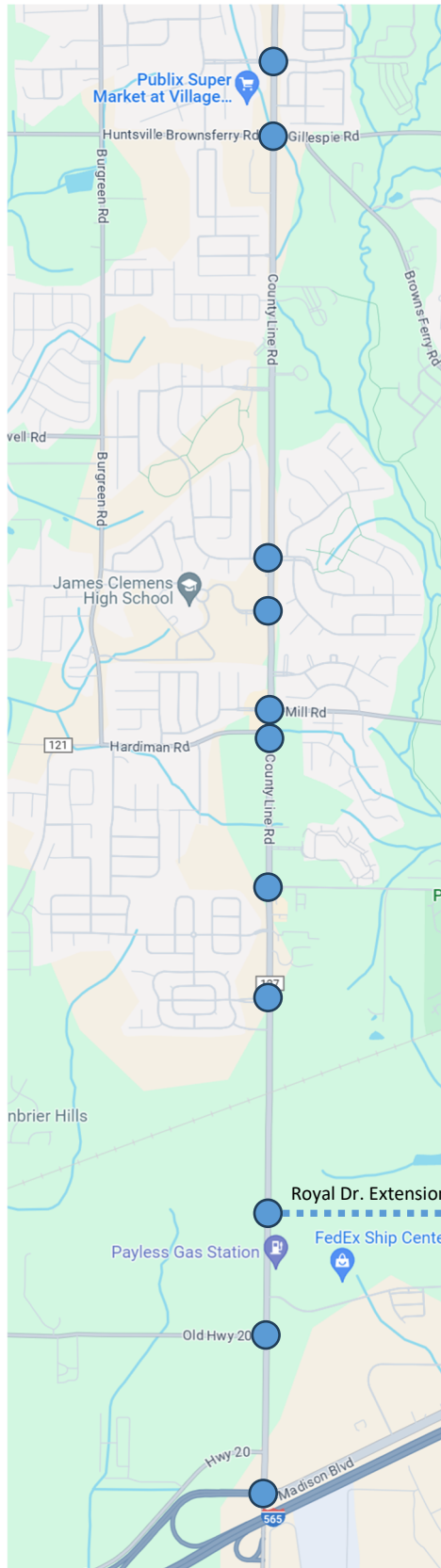


Andy Somers, PE, PTOE
Somers Consulting Services

Attachments

- o Exhibit "A" Professional Services Agreement

Cc: File



2206 Shades Crest Road – Huntsville, AL 35801
(256) 603-4888
somersconsultingllc@gmail.com

EXHIBIT "A"**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT effective as of December 5, 2023 ("Effective Date") between:

Client	Engineer
City of Madison 100 Hughes Road Madison, AL 35758	Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801

FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

CORRIDOR OPERATIONAL ANALYSIS – COUNTY LINE ROAD (MADISON BOULEVARD TO DOCK MURPHY DRIVE)

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

Engineer shall provide the Basic and Additional Services set forth herein.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General: Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General: Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4 - PAYMENTS TO ENGINEER**4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer**

For Basic Services: Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

For Additional Services: Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified herein or a Negotiated Lump Sum Fee for the Additional Services.

For Reimbursable Expenses: Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants, at a rate of cost plus 0%.

4.02 Payments

Payment of Invoices: Invoices are due and payable upon receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client's responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

Somers Consulting Services, LLC
2206 Shades Crest Road – Huntsville, AL 35801
(256) 603-4888
somersconsultingllc@gmail.com

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost: Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

6.02 Use of Documents: All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.03 Termination: The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

6.04 Controlling Law: This Agreement is to be governed by the law of the state of Alabama.

6.05 Successors, Assigns, and Beneficiaries: Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.06 Dispute Resolution: It is expressly agreed between Client and Engineer, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that the Engineer may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should the Engineer be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

6.07 Hazardous Environmental Condition: To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

6.08 Allocation of Risks

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.
2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Limitation of Engineer's Liability:

Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

6.09 Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.10 Survival: All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

6.11 Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.12 Waiver: Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

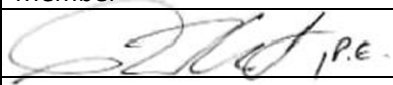
7.01 Exhibits Included:

Item 1: Proposal for Professional Services dated December 5, 2023

7.02 Total Agreement: This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 8 - ACCEPTANCE

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client:		Engineer:	
City of Madison 100 Hughes Road Madison, AL 35758		Somers Consulting Services 2206 Shades Crest Road Huntsville, AL 35801	
Name		Name	Richard A. Somers
Title		Title	Member
Signature		Signature	
Date		Date	December 5, 2023