



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

**City of Madison  
Project No. 22-012**



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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 to improve the Madison Boulevard Bridges over Bradford 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 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 with 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.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost,



including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

- 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.

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

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.

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.

*[Signature Page to Follow]*

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: *Ryan Patton*  
*Signature*

Name: Paul Finley  
*Printed Name*

Name: Ryan Patton  
*Printed Name*

Title: Mayor

Title: Senior Project Manager

Date: \_\_\_\_\_

Date: 12/16/2022

Attest: \_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

Attest: *Lisa D. Thomas*



**EXHIBIT A  
(SCOPE OF SERVICES)**

Garver, LLC, (Engineer) shall perform – or have performed – construction engineering and inspection, materials sampling and testing and contract administration services for the City of Madison, Alabama (the City). This shall be an hourly, not-to-exceed Agreement. The Engineer shall provide services, personnel and equipment as required by the City and further defined as follows:

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

- 1.0 **PURPOSE:**  
To provide the City with construction engineering, inspection, materials sampling, testing and contract administration for the Joint Repairs on Madison Boulevard Bridges over Bradford Creek (the Project).  
**SCOPE:**  
The Engineer shall be responsible for construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The Engineer shall use effective control procedures to assure the construction of Project is performed in reasonable conformity with plans, specifications and contract provisions. The Engineer shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure responsibilities assigned under this Agreement are effectively fulfilled. Services shall be performed in general accordance with established standard procedures and practices on a project of this nature. The Engineer shall maintain close coordination with the City and the Contractor(s) to ensure adequate personnel are available to perform the Scope of Services.
- 2.0 **DEFINITIONS:**
- A. **Project Manager, Engineer:** Qualified individual who has been assigned as the person in charge of a construction contract.  
**Project Manager, City:** Qualified individual who has been assigned by the City to manage the Construction Engineering and Inspection contract formulated by this Agreement and will be in responsible charge and direct control of the Project.
  - B. **FHWA:** The Federal Highway Administration of the U.S. Department of Transportation.
  - C. **Construction Contract:** Construction work let by the City to contracting firm(s).
  - D. **Contractor:** Contracting firm or its designated representatives awarded the contract to do construction work.
  - E. **Construction Contract Suspension:** Cessation of construction activity on a construction contract.
  - F. **Engineer:** Consultant firm retained by the City to perform all construction engineering and administrative functions as defined in this Agreement.
  - G. **Consultant Design Engineer:** Consultant retained to design aforementioned project.
  - H. **City Engineer:** Administrative head of the City's Engineering Department and/or their designated representative.
- 3.0 **ITEMS TO BE FURNISHED BY THE CITY TO THE ENGINEER:**
- A. The City will provide two (2) copies of the Executed Construction contract to the Engineer.
  - B. Adequate supply of standard forms – if any – that is to be used by the Engineer in fulfilling technical services of this Agreement.
- 4.0 **ITEMS FURNISHED BY THE ENGINEER:**
- A. Document Compliance



General compliance with requirements outlined in these documents shall be followed. Each document shall be available at Engineer's office at all times.

1. Applicable ALDOT Standard Specifications for Highway Construction.
  2. Applicable Roadway and Traffic Design Standards.
  3. ALDOT's manual of Materials, Sources and Devices with Special Acceptance Requirements.
  4. FHWA Manual on Uniform Traffic Control Devices.
- B. The Engineer shall provide survey equipment, photographic equipment, tapes, rulers, field books and other items necessary for the satisfactory performance of work. Quantity and quality of the items shall meet City's approval.
- C. Engineer shall provide other routine items necessary for satisfactory performance of work.

5.0 LIASON:

Engineer shall be responsible for fulfilling all functions required by this Agreement. Engineer's activities and decisions relating to Project are subject to review by the City. Engineer shall provide coordination of activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Personnel shall not be assigned to Project without approval of City. Construction engineering and inspection forces shall be required of the Engineer at all times when required by the City. If the construction contract is suspended, the Engineer's forces shall be adjusted at the direction of the City to correspond with the type of suspension, either complete suspension or partial suspension.

6.0 COOPERATION AND PERFORMANCE OF THE ENGINEER:

During the period of this Agreement, the City may conduct reviews of various phases of Engineer's operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this Agreement and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with plans, specifications, and contract provisions. The City shall have complete access, at all times, to project site, project office, all project records, and any other Engineer items associated with Project or this Agreement. The Engineer shall cooperate and assist the City representatives when conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by Engineer in conformance with the City's recommendations. The City's remedial recommendation and the Engineer's actions are to be properly documented by the City. The Engineer shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the Engineer's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Engineer, upon receipt of written notice of such defects from the City, shall correct such errors, omissions, or noncompliance at its own expense.

7.0 REQUIREMENTS:

A. General:

It will be Engineer's responsibility to provide services necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract provisions. Engineer shall advise City and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

B. Project Inspection:

The Engineer shall provide services to monitor and document Contractor's construction operations. Engineer shall test, observe and document construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans,



specifications and other contract provisions. The City shall monitor any off-site activities and fabrication, if desired. Engineer shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The Engineer shall, in general, perform inspection services in accordance with standard procedures and accepted practices as may be appropriate on a project of this nature.

C. Testing:

Engineer will perform sampling and testing of materials and completed work items to the extent it will assure materials and workmanship incorporated in Project is in reasonable conformity with plans, specifications and contract provisions.

D. Management Engineering Services:

Engineer shall perform management engineering services necessary to: assure proper coordination of activities of parties involved to accomplish completion of project; maintain complete, accurate records of activities and events relating to project; properly document significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to City to resolve disputes that may arise in relation to construction contract; and maintain adequate surveillance of Contractor's activities. Engineer shall perform other management engineering services normally assigned to a project that are required to fulfill the Engineer's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard procedures, formats and content. Engineer services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for project. Record significant information revealed and decisions made at conference and distribute copies of said minutes to appropriate parties. Engineer may be required to conduct the pre-construction conference.
2. Complete and maintain full and accurate daily record of all activities and events relating to Project. Record work completed by Contractor, including quantities of pay items in conformity with Final Estimate preparation procedures and specifications. Engineer will prepare Monthly Progress Pay Estimates based on the acceptable work performed by contractor each month in accordance with contract pay items and specifications. Engineer shall report to the City changes in pay items, project time, or cost as soon as they become known to Engineer.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the City.
4. Maintain a project log of materials entering into work with proper identification of basis of acceptance for each shipment of material.
5. Maintain project records of sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. Engineer will verify, certify and document work items requiring performance periods (ie: curing period.)
6. Prepare and submit monthly to the City a comprehensive tabulation of quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. Engineer shall consult with the City when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered in construction thru circumstance that may or may not be under control of Contractor, requiring a degree of engineering evaluation and decision. Field problems may involve the following: out of tolerance work, out of specification material, structural defect, accidental damage, underground obstruction, etc. These problems may impact execution, progress, cost or quality of





project. It is of importance problems be resolved expeditiously. Engineer will ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, Engineer will assemble relevant information to include proposals from Contractor. Engineer will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances. Engineer will make recommendations to the City on a course of action to minimize delays and costs while achieving an acceptable result. Engineer of Record (Designer) or City Engineer, depending on the nature of the proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, Engineer will be responsible for ensuring the City is provided all relevant information and shall appraise and make recommendations to the City of project related circumstances that may have an influence upon the solution. In particular, Engineer shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing Engineer personnel and resources, Engineer shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. Engineer shall consider likely impacts upon project in regard to costs, delays, potential claims, management, contract administration, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The Engineer shall make these assessments in order to formulate his recommendations and will then forward the said assessments and recommendations to the City, together with proposals from Contractor. The Engineer shall be a liaison and cooperate with the City in resolving any problems. Upon resolution and approval of a technical solution, Engineer will ensure approved remedial measures are completed in a technically competent and satisfactory manner. Engineer will be responsible for contract administration and management normally associated with implementing remedial measures. In situations where Engineer does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, Engineer will formulate his assessment and recommendation and cooperate in resolving the problem. The Engineer shall ensure proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize delays and costs.

9. Engineer will analyze changes to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. Engineer will recommend changes to the City for approval. Approval must be obtained before changes or extra work.
10. When a modification to the original contract is required, due to a necessary change in character of work, Engineer, in conjunction with the City, shall negotiate prices with Contractor and prepare and submit a recommendation to the City for approval. The City will distribute Supplemental Agreements and obtain required approvals.
11. If Contractor gives written or verbal notice certain work is out of scope of construction contract and intends to claim additional compensation, Engineer will maintain accurate documentation in accordance with contract requirements of cost involved in such work.
12. In the case where Contractor submits a claim for additional compensation, Engineer will analyze submittal in conjunction with the City. Engineer may be required to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. Engineer shall maintain complete and accurate documentation of work involved in such claims.



13. In the case where Contractor submits request for extension of allowable contract time, Engineer will analyze request and prepare recommendation to the City covering accuracy of statements and effect of delaying factors on completion of controlling work items. Engineer will make recommendations weekly, or at other times as necessary, to the City on all delays. This recommendation is needed to justify time extension.
14. Engineer shall prepare and submit to the City a final estimate with documentation and one (1) set of record red-line plans. This task must be completed in a timely manner.
15. At request of the City, Engineer shall assist the City in preparing for litigation hearings that may occur during the term of this Agreement in connection with the project.  
**(Extra Work and not included in Engineer's scope of services or fee proposal.)**
16. Shop drawing/sample submittals will be evaluated by the Engineer. The Engineer will provide a recommendation for approval by the City if satisfactory. Submittals requiring correction will be returned to the Contractor for appropriate changes.
17. If necessary, the Engineer will assist Contractor and utility companies in resolving conflicts so conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations.
18. The Engineer will conduct bi-weekly meetings with Contractor, sub-contractor(s) and/or City to review plans, schedules, problems or other areas of concern. Results of these meetings shall be recorded in project diary.
19. Engineer may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
20. Engineer may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the City of these inquiries.
21. Engineer may be required to provide field construction activities in areas of design engineering for monthly estimates and other engineering required to complete the construction project.

8.0 SUBCONSULTANT SERVICES:

The Engineer will subcontract concrete sampling and testing services to Building and Earth Sciences, Inc. Their proposal, scope of services, and fee schedule is attached as **Appendix A**.

9.0 CLAIMS REVIEW **(Additional Services not included in this Agreement)**:

If Contractor for Project submits a claim for additional compensation and/or time after Engineer has completed this Agreement, Engineer will, by written request from the City, analyze the claim, prepare a recommendation to the City covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services will be mutually agreed between the City and Engineer before performing Services.

- A. Engineer will, upon written request, assist City in preparing for hearings or litigation that occur after Engineer's contract time in connection with Project covered by this Agreement.
- B. Engineer shall, upon written request, provide qualified Engineers, Inspectors and/or Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the City in any litigation or hearings in connection with said construction contract.

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

- 10.0.1 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.



- 10.0.2 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.
- 10.0.3 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.
- 10.0.4 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.
- 10.0.5 Furnish Garver a current boundary survey with easements of record plotted for the Project property.
- 10.0.6 Pay all plan review and advertising costs in connection with the Project.
- 10.0.7 Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- 10.0.8 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.
- 10.0.9 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.



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

November 29, 2022

Garver, LLC  
 5125A Research Drive  
 Huntsville, Alabama 35805

Attn: Mr. Scott Leach, PE (sleach@garverusa.com)

Subject: Proposal to Provide Construction Materials Testing Services for  
 Joint Repairs on Madison Blvd. over Bradford Creek  
 Madison, Alabama  
 Building & Earth Proposal No.: HV24293 Revision 1

Dear Mr. Leach:

Building & Earth Sciences, Inc. is pleased to provide this proposal for Construction Materials Testing Services for the proposed joint repairs on Madison Boulevard over Bradford Creek in Madison, Alabama. We understand that the proposed joint repairs will include each travel lane of the two bridges at the project location. The project will consist of concrete field and laboratory testing, as requested. Our scope of work and associated cost estimates are presented in the following sections. This proposal was revised in order to include a project fee estimate, as requested by Mr. Leach.

### CONCRETE TESTING SERVICES

An engineering technician can perform concrete field-testing services, including casting specimens for compressive strength testing as well as completing associated field tests in accordance with project specifications. Sets of three 6-inch by 12-inch concrete cylinders will be cast for each pour as required by specifications. We have assumed the following:

- Concrete Placement Testing – 5 visits @ 4 hrs per visit
- Concrete Sample Pickup and Processing – 5 visits @ 2 hrs per visit
- Concrete Compressive Strength Testing - 15 sets of 3 samples, 45 samples total

The associated laboratory testing and project management and administration time is included in this portion of the estimate. Our recommended budget for this portion of the work is **\$3,400**.

This budget summary is only an estimate based on the number and length of visits outlined in our assumptions above. The final amount of the contract will be based on the contractor's schedule and the actual duration and number of visits required to perform the tests and inspections required by the client. Our services will be charged in accordance with the attached Unit Fee Schedule. All visits will be charged portal-to-portal.

### **AUTHORIZATION**

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. Any work that is outside of our scope will be billed as additional services in accordance with the attached fee schedule.


Note that our presence on the site does not alleviate the contractor's contractual responsibility to perform their work in accordance with the project specifications. Our field observations and tests are for the benefit of the client and are not intended to replace the contractor's responsibility for quality control, or responsibility for the performance of their work. Our presence is not a guarantee or warrant against future problems.

### **CLOSING**

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If a construction schedule is made available to us, we would be glad to further review this proposal to assess the validity of our initial assumptions. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,  
**BUILDING & EARTH SCIENCES, INC.**

  
Brian E. Cooley, PE  
Project Manager

  
Jeffrey C. Pepper, PE  
Chief Engineer

Attachments:    Recommended Budget Estimate  
                         Unit Rate Fee Schedule  
                         Terms and Conditions

<b>BUILDING &amp; EARTH</b>		<b>Building &amp; Earth Sciences, Inc.</b>	
Geotechnical, Environmental, and Materials Engineers		<b>CMT Fee Estimate</b>	
<b>Project Name:</b>	Joint Repairs on Madison Blvd over Bradford Creek		
<b>Proposal Number:</b>	HV24293		
<b>Project location:</b>	Madison, AL		
<b>Schedule information provided by:</b>	Mr. Scott Leach, PE		
<b>Date:</b>	11/28/2022		
<b>Concrete Paving, per Pour</b>	<b>Units/Hours</b>	<b>Rate</b>	<b>Total</b>
Concrete Technician, RT	4	\$ 60.00	\$ 240.00
Cylinder Pickup and Check-In	2	\$ 60.00	\$ 120.00
Concrete Compressive Strength Samples	3	\$ 17.00	\$ 51.00
Project Engineer	0.5	\$ 150.00	\$ 75.00
Administrative Support	0.25	\$ 45.00	\$ 11.25
Mileage, pour and sample pick up	44	\$ 0.585	\$ 25.74
Cost per pour:			\$ 522.99
	<b># of Pours</b>	<b>Cost/pour</b>	<b>Total</b>
Total:	5	\$ 522.99	\$ 2,614.95
Additional Cylinders (15 sets of 3)	45	\$ 17.00	\$ 765.00
<b>Total Concrete Testing Estimate</b>			<b>\$ 3,379.95</b>

Appendix A  
**BUILDING & EARTH SCIENCES, INC.**  
**2022 CMT FEE SCHEDULE**

**PERSONNEL**

Clerical Services .....	\$45.00/hour
Engineering Technician.....	\$60.00/hour
ICC Special Inspector.....	\$100.00/hour
Field/Staff Professional or Engineer.....	\$100.00/hour
Certified Firestopping Inspector.....	\$120.00/hour
Structural Steel/Wood Framing Inspector (CWI/NDT).....	\$125.00/hour
Project Manager.....	\$125.00/hour
Professional Engineer, P.E.....	\$150.00/hour
Sr. Professional Engineer, P.E.....	\$200.00/hour
Project Principal, P.E.....	\$250.00/hour

**LABORATORY TESTING**

Standard Proctor Test ( <i>ASTM D-698 or AASHTO T-99</i> ).....	\$150.00/each
Modified Proctor Test ( <i>ASTM D-1557 or AASHTO T-180</i> ).....	\$175.00/each
Atterberg Limits Determination.....	\$100.00/each
Material Finer than No. 200 Sieve (washed).....	\$100.00/each
Moisture Content Tests .....	\$15.00/each

**CONCRETE AND AGGREGATE TESTING**

Concrete Cylinders .....	\$17.00/each
Grout or Mortar Cubes .....	\$17.00/each
Masonry Prisms .....	\$150.00/each
Floor Flatness/Levelness Testing.....	\$500.00/episode
Concrete Moisture Transmission & pH Test .....	\$50.00/each

**ASPHALT TESTING**

Cutting Cores .....	\$75.00/each
Asphalt Layer Thickness.....	\$50.00/each
Asphalt, Maximum Theoretical Density.....	\$100.00/each
Asphalt, Marshall Stability & Flow.....	\$150.00/each
Asphalt, Extraction/Gradation .....	\$150.00/each

**MISCELLANEOUS**

Mileage.....\$0.585/mile

- The personnel rates will be billed portal to portal, with a 4 hour minimum charge per day.
- Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 2.0 times the normal unit rates.
- Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Project coordination time will be billed according to the time required for scheduling.



**EXHIBIT C  
(INSURANCE)**

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

	Statutory Limit
Worker's Compensation	
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 B - Manday Estimate and Fee Proposal**

**City of Madison Project No. 22-012**

**Joint Repairs on Madison Boulevard Bridges over Bradford Creek**

Prepared on December 5, 2022

We are recommending a budget allowance for CE&I Services on this project based on the following estimates:

<b>LABOR ESTIMATE</b>		<b>Hourly</b>	<b>Estimated</b>		
<b>Employee Classification</b>	<b>Billing Rate</b>		<b>Hours</b>	<b>Total</b>	<b>Comments/Assumptions</b>
Senior Project Manager (E-6)	\$259.00		15	\$3,885	Average of 0.1 hours per calendar day
Professional Civil Engineer (E-4)	\$185.00		45	\$8,325	Average of 0.3 hours per calendar day
Inspector (C-2)	\$140.00		450	\$63,000	Average of 3.0 hours per calendar day
Inspector (C-1)	\$105.00		75	\$7,875	Average of 0.5 hours per calendar day
Senior Technician (T-3)	\$125.00		75	\$9,375	Average of 0.5 hours per calendar day
Land Surveyor (S-5)	\$165.00		0	\$0	No survey work anticipated
2-Man Survey Crew	\$200.00		0	\$0	No survey work anticipated
<b>Total Estimated Labor Charges =</b>				<b>\$92,460</b>	
<b>Estimate of Project Related Direct</b>					
<b>Costs and Expenses</b>		<b>Rate/Unit</b>	<b>Total Units</b>	<b>Total</b>	<b>Comments/Assumptions</b>
Reimbursable Mileage		\$0.585	1,500	\$878	10 miles per Calendar Day = 1,500 miles
Supplies, Copies, Postage, etc.		Varies	N/A	\$75	Total Amount Estimated for other expenses
<b>Sub-total Direct Costs =</b>				<b>\$953</b>	
<b>+ 10% Profit on Expenses =</b>				<b>\$8</b>	
<b>Total Direct Costs =</b>				<b>\$960</b>	
<b>Construction Materials Testing Subconsultant (BE&amp;S, Inc.) =</b>				<b>\$3,400</b>	
<b>+ 5% Sub-Consultant Administration =</b>				<b>\$170</b>	
<b>Total Sub-Consultant Services =</b>				<b>\$3,570</b>	
<b>Grand Total Estimated Budget =</b>				<b>\$96,990</b>	

Note: This Fee Proposal Estimate is based on construction being completed within the 150 Calendar Days allowed for the project. Contractor's NTP expected in late January 2023. We anticipate the majority construction activities taking place in February 2023 through April 2023. We expect 150 Calendar Days to be equivalent to approximately 70 Working Days as defined by ALDOT Standard Specifications for Construction.



**AGREED UPON RATES**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-7	\$370.00
E-6	\$259.00
E-5	\$228.00
E-4	\$185.00
E-3	\$155.00
E-2	\$140.00
E-1	\$115.00
<b>Planners</b>	
P-7	\$370.00
P-6	\$315.00
P-5	\$275.00
P-4	\$240.00
P-3	\$210.00
P-2	\$165.00
P-1	\$135.00
<b>Designers</b>	
D-4	\$170.00
D-3	\$145.00
D-2	\$132.00
D-1	\$105.00
<b>Technicians</b>	
T-3	\$125.00
T-2	\$105.00
T-1	\$95.00
<b>Surveyors</b>	
S-6	\$200.00
S-5	\$165.00
S-4	\$115.00
S-3	\$82.00
S-2	\$68.00
S-1	\$50.00
1-Man Crew (Drone)	\$288.00
1-Man Crew (GPS/Robotics)	\$165.00
2-Man Crew (Survey)	\$200.00
3-Man Crew (Survey)	\$250.00
2-Man Crew (GPS Survey)	\$220.00
3-Man Crew (GPS Survey)	\$265.00



**Construction Observation**

C-4	\$240.00
C-3	\$190.00
C-2	\$140.00
C-1	\$105.00

**Administration**

M-1	\$370.00
X-7	\$370.00
X-6	\$240.00
X-5	\$190.00
X-4	\$135.00
X-3	\$105.00
X-2	\$80.00
X-1	\$55.00

**Intern**

I-1	\$60.00
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