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March 14, 2025

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attn: Michael L. Johnson, P.E. CFM, City Engineer

RE: Proposal for Engineering Design Services
Mill Road Culvert Replacement and Sidewalk Extension
Madison, Madison County, Alabama
TTL Proposal Number: 000250500527.00 (Revised)

Dear Mr. Johnson:

TTL, Inc. (TTL), is pleased to provide this proposal to the City of Madison for professional services associated with the Mill Road Culvert Replacement and Sidewalk Extension project. We have prepared this proposal to outline our understanding of the project, present our revised scope-of-services, schedule, fee, and to establish a contractual agreement for the authorized services.

PROJECT INFORMATION

Project information was initially provided by Michelle Dunson and Michael Johnson, with the City of Madison (City) through email correspondence and an in-person meeting on February 12, 2025. TTL understands that the City is proposing to replace the existing three-barrel bridge culvert under Mill Road, which is located approximately 1,400 feet west of the intersection with Bibb Drive as shown in Figure 1 on the following page. The existing culvert consists of stone columns with a cast-in-place concrete deck as shown in the photographs to the right. Each barrel is approximately 10 ft. x 5 ft.

The replacement culvert will be designed to incorporate a wider roadway section and integrated sidewalk on the north side. In conjunction with the culvert replacement, the City plans to construct a sidewalk on the north side of Mill Road. This sidewalk segment will connect the planned sidewalk associated with the replacement culvert to the existing sidewalk on the west side of Bibb Drive.



The City has requested that TTL include design for a ramp from the existing sidewalk to the curb on the east side of Bibb Drive and sidewalk to curb ramps for the intersection of Bibb Drive/Glenwood Drive and Mill Road. Refer to Figure 1 below for the approximate locations. An additional sidewalk segment will connect the sidewalk associated with the replacement culvert with a planned sidewalk on the north side of Mill Road, east of Mill Park Lane.

Additional information was provided by Michael Johnson during a phone conversation with Charles Olgee on March 13, 2025. Based on this conversation, we understand that the City plans to self-perform some of the services for the project including the required no-rise analysis and any assessment/permitting required as part of the work that will occur within the stream.

Current plans are for the replacement culvert to tie into the planned retaining wall on the south side of Mill Road, east of the project area. Based on the proximity of the retaining wall project to the planned culvert replacement, we understand that the engineer for the retaining wall will provide geotechnical recommendations for the replacement culvert. We also understand that a temporary driveway will not be required to provide access to the residence immediately north of the project site during construction.



FIGURE 1 – MILL ROAD CULVERT REPLACEMENT AND SIDEWALK EXTENSION

SCOPE OF SERVICES

Topographic Survey

TTL will perform a topographic survey of the area along Mill Road beginning 300 feet west of the existing culvert and running easterly to Bibb Drive/Glenwood Drive with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model).

The topographic survey will include: The adjacent property lines, property corners (if found) and rights-of-way along Mill Road, Bibb Drive and Glenwood Drive as well as any recorded plats and or easements if found during our research of the site, the location, dimensions, and material (as appropriate) of physical improvements within the project limits including concrete, pavement, driveways, utilities,

drainage structures, pipes, walls, fences, signs, and buildings. Ground elevations are to be obtained on a 50-foot interval grid. Additional ground elevations will be located when determined necessary.

Aboveground painted/marked underground utilities will be located from field observations. If available, city, county or private as-builts and GIS (Geographic Information System) data may also be used to help determine the location of utilities within the project limits. The Horizontal and Vertical Control and Map of Topographic survey will be provided in Site Grid coordinates (if provided) and NAD Alabama 83 East State Plane coordinates.

All surveying services will be provided to the Minimum Standard Detail Requirements listed in the Standards of Practice for Surveying in the State of Alabama.

Engineering and Design Services

TTL understands that the City's preference is to replace the existing three-barrel bridge culvert with a similar cast-in-place concrete box culvert. TTL will contract with MAK Structural Engineering, LLC for structural design of the culvert system.

Roadway and Sidewalk Design

TTL will prepare preliminary design, final design, and construction plans for the project. We will prepare preliminary (30%, 60% and 90%) submittals for your review prior to preparation of the final (100%) construction plans. Proposed plans will include the following:

- Geometric design of the replacement culvert, associated roadway, and sidewalk path
- Geometric design of an ADA-accessible sidewalk connecting the planned sidewalk path associated with the replacement culvert to the existing sidewalk on the west side of Bibb Drive
- Geometric design of an ADA-accessible sidewalk connecting the planned sidewalk path associated with the replacement culvert to the planned sidewalk on the north side of Mill Road, east of Mill Park Lane
- Geometric design of ADA-accessible sidewalk to curb ramp on the east side of Bibb Drive and sidewalk to curb ramps for the intersection of Bibb Drive/Glenwood Drive and Mill Road
- Development of horizontal and vertical alignments. Proposed contours will be shown at 1-foot intervals
- Evaluation of utility conflicts and possible relocations
- Up to three meetings with City personnel to review design and construction cost information.
- Preparation of required Construction Drawings.

Deliverables include a digital copy (PDF) and full-size (22" x 34") hard copies of the construction drawings, specifications, and opinion of probable construction costs. The plan set will include:

- Site Demolition Plan: This includes showing the existing features within the project area to be removed, retained, and/or relocated.
- Site Grading Plans: This includes development of horizontal and vertical alignments and grading/drainage plans associated with the culvert replacement, replacement driveway segment, and proposed sidewalks. Proposed contours will be shown at 1-foot intervals.
- Erosion and Sediment Control Plans
- Construction Details
- Road Closure Traffic Control Plan.

ALDOT Standard Specifications for Highway Construction will be used for the roadway elements.

Culvert Design

TTL will contract with MAK Structural Engineering, LLC (MAK) for design of the culvert system. MAK will provide structural consultation and design for the primary structural support system of the culvert. We understand that the replacement culvert will tie into the planned retaining wall on the south side of Mill Road, east of the project area. Based on the proximity of the retaining wall project to the planned culvert replacement, we understand that the engineer for the retaining wall will provide geotechnical recommendations for the replacement culvert. In order to accurately design the culvert/retaining wall tie-in, we request the opportunity to review the construction plans for the adjacent retaining wall project.

MAK will prepare signed and sealed design drawings and technical specifications as required for construction of the culvert system. MAK will provide bid phase services as requested which may include clarification of contract documents and attendance at pre-bid meetings.

EXCLUSIONS

Please note this proposal does not include any of the following services:

- Detailed traffic studies
- Natural Resources assessment or permitting services
- Geotechnical exploration or engineering services
- Hydrology studies, no-rise analyses, or FEMA coordination
- Underground utility daylighting or location confirmation services
- Lighting/Photometric, landscape, or irrigation design.

Services not specifically listed as a part of this scope of services can be performed on an hourly basis or under a separate proposal and contract as requested.

SCHEDULE

Based on our understanding of the project, we can begin survey fieldwork upon issuance of formal authorization to proceed. We can initiate design of the replacement culvert immediately following receipt of the required barrel size information resulting from the no-rise analysis. We anticipate our design services can be completed within about 6 to 8 weeks of authorization.

COMPENSATION

We propose to perform the Scope of Services outlined in this proposal for the following lump sum fees:

Surveying Services	\$13,500
Design Services and Construction Documents	\$62,500
Culvert Structural Design (MAK Structural Engineering)	\$34,000
TOTAL	\$110,000

The scope of services outlined in this proposal is limited to the activities as described herein.

AUTHORIZATION

If this proposal for professional services meets with your approval, please authorize and return a signed copy of the attached Professional Services Agreement (PSA).

CLOSING

TTL appreciates the opportunity to provide professional services on this important project. If you have questions or need additional information, please contact our office at your convenience.

Sincerely,

TTL, Inc.



Eric Bridwell
Senior Designer



Charles R. Olgee, P.E.
Senior Engineer

Attachment: TTL Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 000250500527.00

PROJECT NAME: Mill Road Culvert Replacement and Sidewalk Ext.

This Agreement made and entered into on February 26, 2025 by and between TTL, Inc., hereinafter called "Consultant" and City of Madison, Alabama hereinafter called "Client" is for the services described under this Agreement.

By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



PROFESSIONAL SERVICES AGREEMENT

- 23. SURVIVAL: All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
24. TERMINATION: This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party.
25. SEVERABILITY: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: City of Madison
CONTACT NAME: Mr. Michael L. Johnson, P.E. CFM
TITLE: City Engineer
ADDRESS: 100 Hughes Road
CITY AND STATE: Madison, Alabama 35758
OFFICE PHONE:
CELL PHONE:
EMAIL:

SIGNED:

DATE:

CONSULTANT

ENTITY NAME: TTL, Inc.
CONTACT NAME:
TITLE:
ADDRESS:
CITY, STATE, ZIP:
OFFICE PHONE:
CELL PHONE:
EMAIL:

SIGNED:

DATE: