



SAIN
ASSOCIATES

5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805
Telephone: (205) 940-6420
www.sain.com

January 30, 2023

Mr. Michael Johnson, P.E.
City Engineer
City of Madison, AL
100 Hughes Road
Madison, AL 35758

**SUBJECT: Proposal for Professional Services for
Old Madison Pike Widening and Browns Ferry Road Mill/Overlay
Sain Project No. 23-0008**

Dear Mr. Johnson:

We are pleased to submit this proposal for professional design services for the widening of Old Madison Pike and mill and overlay of Browns Ferry Road at the intersection of Hughes Road. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees. We appreciate the opportunity to again work with the City of Madison.

General Project Understanding

- The one lane widening of Old Madison Pike will occur from Hughes Road to the east to Sunset Boulevard on the north side of the road. This widening will allow for 5-lanes that includes a center turn lane. The milling and overlay of Browns Ferry Road will occur from Hughes Road to the west to Plaza Boulevard and then re-stiped to 5-lanes that includes a center turn lane.
- We will provide an alternate design fee to add an additional lane to Old Madison from the entrance/exit of Dublin Park to Sunset Boulevard.
- We will provide traffic signal design plans for the signal modifications at Hughes Road and Old Madison Pike/Brown Ferry Road.
- It is also understood that some utilities may need to be relocated dependent on the final culvert length and location within the existing ROW. We will coordinate any utility relocations with the appropriate agencies and include their relocation plans within our construction set if necessary.
- We will provide a topographic survey of the areas of the proposed improvements.
- A proposal for a geotechnical evaluation report by Building and Earth Sciences is included with this proposal.
- Sain will provide a set of construction plans for bidding, assist with the bidding process and provide construction administration services.
- The pavement design recommendations will be used from the original geotechnical report for the Hughes Road/Old Madison Pike Widening project from S&ME, Inc.



- The project will be built per City of Madison specifications.
- Any project manual will be prepared by the City of Madison.

SCOPE OF SERVICES

Topographic Survey for Base Design

Sain will provide a Topographic survey along Old Madison Pike Road and Browns Ferry Road between Sunset Boulevard and Plaza Boulevard. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. The extents of the survey will begin at the Southern curb and gutter and North to 25 feet past the Northern Right-of-Way of said Old Madison Pike and Browns Ferry Roads. Paint stripes and traffic markings will be located. The survey will include, any pertinent features observed while surveying the project. Contours will be shown at 1-foot intervals on the survey. Visible encroachments onto and up to 10 feet beyond the limits of the surveyed parcel will be noted and shown on the survey. Visible easements and rights-of-way affecting the property will be shown. Sain will locate above ground structures indicating underground utilities, and subsurface utilities as marked by utility companies. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including walls, fences, sidewalks, curbs, parking areas, and paved areas.

Property Tract Sketches for Base Design

Any found property corners will be located along Old Madison Pike. Approximately 8 tract sketches for the acquired right of way or necessary easements will be drawn and legal descriptions of the property and easements will be provided to the City.

Topographic Survey for Alternate Design

Sain will provide a Topographic survey along the North side of Old Madison Pike Road between Sunset Boulevard and the entrance/exit to Dublin Park. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. The extents of the survey will begin at the Southern curb and gutter and North to 25 feet past the Northern Right-of-Way of said Old Madison Pike. Paint stripes and traffic markings will be located. The survey will include, any pertinent features observed while surveying the project. Contours will be shown at 1-foot intervals on the Survey. Visible encroachments onto and up to 10 feet beyond the limits of the surveyed parcel will be noted and shown on the survey. Visible easements and rights-of-way affecting the property will be shown. Sain will locate above ground structures indicating underground utilities, and subsurface utilities as marked by utility companies. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including walls, fences, sidewalks, curbs, parking areas, and paved areas.

Property Tract Sketches for Alternate Design

Any found property corners will be located along Old Madison Pike. Approximately 3 tract sketches for any acquired right of way or necessary easements will be drawn and legal descriptions of the property and easements will be provided to the City.

Base Design Phase

Sain will provide all design components for the above project understanding along Old Madison Pike/Browns Ferry Road from Sunset Boulevard to Plaza Boulevard. We will produce plans suitable for bidding purposes. We will meet with Madison Engineering for review meetings at a 30%, 60%



& 90% periods to discuss concepts and details of the project. We will provide a preliminary cost estimate at the 30%, 60% and 90% review meetings.

Alternate Design Phase

Sain will provide all design components for the above project understanding along Old Madison Pike from Sunset Boulevard to the entrance/exit of Dublin Park. We will provide all design components for the above project understanding. This design will be incorporated with the base design phase construction plans and reviews. We will provide a preliminary cost estimate at the 30%, 60% and 90% review meetings.

Traffic Signal Modification Design Plans

Sain will prepare design plan sheets suitable for permitting and construction of modifications to the existing traffic signal at the intersection of Hughes Road and Old Madison Pike/Browns Ferry Road. We will collect peak hour turning movement counts (7:00 – 9:00 AM and 4:00 – 6:00 PM) at the study intersection to help determine signal phasing. We will also perform a site visit to inventory existing conditions and to note any deficiencies that would affect the signal modifications. The design plan will conform to the policy and standards of the City as well as any applicable State and Federal standards. Design criteria for the traffic signal modifications will be established with the City prior to starting plan development.

Bid Phase

Sain will assist Madison Engineering during the bid phase by conducting a pre-bid meeting where the team will explain the scope of the project and the contract requirements. We will attend the bid opening and prepare a bid tabulation and a bid recommendation. Sain will distribute plans/specs to interested bidders and maintain a list of plan holders. Sain will also make reasonable efforts to notify potential bidders of the project to obtain multiple, competitive bids for the project.

Construction Administration Phase

Sain will provide the construction administration services for the project. We will conduct a pre-construction meeting, review submittals, provide design clarifications if needed, attend progress meetings, and review and approve pay requests submitted by the contractor. We will also make periodic visits to the project site during construction activities. Sain will also conduct a punch list meeting and final acceptance meeting with the contractor.

We are basing our proposal on a 5-month construction schedule. If the contractor does not complete the project during this period, the additional fees will be billed on a time and materials basis using the billing rates in the Terms & Conditions attached.

NPDES Permitting

We will prepare the NPDES Notice of Intent application package for ADEM. We will also develop a Construction Best Management Practices Plan and we will coordinate with you to make an online NPDES application with ADEM. You will need to create an account on the ADEM website and pay the application fee on-line. Once this is done, Sain will upload the submittal package for review and approval, and we will address comments issued by ADEM for final approval. The cost of the permit, \$1,385, is included in our fee.

Sain will perform BMP inspections/reports as required by ADEM monthly or as required by rain events. We have estimated 2 inspections per month in our fee schedule.



Traffic Signal Approval/Permitting

Upon completion and submittal of the overall plan assembly to the City, we are available to track the signal plan review status throughout the approval process, until final approval is received. We will also prepare any necessary signal permit forms, if applicable.

Geotechnical Investigation

We have attached the proposal for the geotechnical subsurface exploration and foundation report from our geotechnical sub-consultant, Building and Earth Sciences.

Hydro Excavation

Sain will use Weaver Environmental Services, Co. as a sub-consultant contractor to do an on-call contract to do any hydro excavation for determine the depth of existing utilities that may conflict with project improvements. The contractor will be paid on an hourly fee. Sain's survey crew will meet the contractor in the field as necessary to locate depths of hydro excavations.

As-Built Survey for Base Design Phase

Sain will Provide an As-Built survey for improvements along the North side of Old Madison Pike Road from Hughes Road to Sunset Boulevard. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. As-built new lane and storm sewer additions and any relocated utilities. New signal pole and signal controller.

As-Built Survey for Alternate Design Phase

Sain will Provide an As-Built survey for improvements along the North side of Old Madison Pike Road from Sunset Boulevard to the entrance/exit of Dublin Park. The survey will be performed in accordance with the Standards of Practice for Surveying in the State of Alabama. As-built new lane and storm sewer additions and any relocated utilities.

EXCLUSIONS

Services outside our normal scope can include but are not limited to the following: the cost of filing fees for permits and approvals; Boundary Survey; environmental studies and permitting; pavement design; platting; easement coordination; any as-built surveys; utility relocations or extensions; site lighting design; landscaping design; bidding and contract negotiation; materials testing; storm water monitoring during construction; full-time CE&I (inspections); retaining wall design; phasing of construction plans or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

FEES

We propose to provide the described services based on the following fee schedule:

Base Design Phase Fees

Topographic Survey for Base Design.....	(Lump Sum) \$16,600
Property Tract Sketches for Base Design.....	(Lump Sum) \$ 7,980
Base Design Phase.....	(Lump Sum) \$51,800
Traffic Signal Modification Design Plans.....	(Lump Sum) \$14,000
Bidding Phase.....	(Lump Sum) \$ 5,000
Construction Administration Phase.....	(Hourly with a Budget Estimate) \$12,000
NPDES Permitting.....	(Lump Sum) \$ 4,500
NPDES Permitting Fee.....	\$ 1,385
Traffic Signal Approval/Permitting.....	(Lump Sum) \$ 3,000
BMP Insp/Reports.....	(Estimated 10 Reports/\$400 per) \$ 4,000



Geotechnical Investigation Report (BES – see attached proposal).....	(Lump Sum) \$ 9,600
Hydro Excavation.....	(Hourly Budget Based on 16hrs at \$225/HR) \$ 3,600
Hydro Excavation Field Survey Location.....	(Hourly Budget per rates) \$ 3,580
<u>As-Built Survey for Base Design Phase.....</u>	<u>(Lump Sum) \$ 4,180</u>

TOTAL ESTIMATED FEE FOR BASE DESIGN PHASE.....\$141,225

Alternate Design Phase Fees

Topographic Survey and Property Tract Sketches for Alternate Design.....	(Lump Sum) \$ 6,840
Property Tract Sketches for Alternate Design.....	(Lump Sum) \$ 2,790
Alternate Design Phase.....	(Lump Sum) \$25,880
<u>As-Built Survey for Alternate Design Phase.....</u>	<u>(Lump Sum) \$ 4,180</u>

TOTAL ESTIMATED FEE FOR ALTERNATE DESIGN PHASE.....\$39,690

Reimbursable expenses such as mileage, printing, shipping, plan/permit application fees, etc. are excluded in the above fees and will be passed along to you at our cost plus a 10%.

PROCEDURES FOR CHANGES IN SCOPE OF WORK

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our sub-consultants without your authorization.

TERMS AND CONDITIONS

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

PROPOSAL LIMITATIONS

We reserve the right to revise this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience, and we have invested in this pursuit as you have. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal.

SCHEDULE

We can begin our services within 10 business days after we have received this fully executed agreement from the owner submittal.

LABOR RATES

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Services" has been satisfied.



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Brett Wiseman, PE
Senior Project Manager
Alabama License No. 23333

Enclosures:
Sain Associates Terms and Conditions (2023)
Building and Earth Sciences Geotechnical Proposal

OFFERED:

SAIN ASSOCIATES, INC.
BY: Harry M. Wilson, PE
Alabama License No. 15665

Signature of Authorized Representative

Date: January 30, 2023

ACCEPTED:

CITY OF MADISON

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner.....	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional	\$130.00 - \$150.00 per Hour
Designer	\$95.00 - \$140.00 per Hour
Surveyor.....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person)	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person)	\$190.00 per Hour
Survey Crew (3-Person)	\$240.00 per Hour
Survey Per Diem.....	\$170.00 per person per Night
Administrative Support.....	\$65.00 - \$98.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023



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

January 23, 2023

Sain Associates
5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805

Attn: Mr. Harry Wilson, P.E. (hwilson@sain.com)
Huntsville Branch Manager

Subject: Proposal to Provide Geotechnical Subsurface Exploration
And Foundation Report
Old Madison Pike Widening Between Sunset Blvd and Hughes Rd
Madison, Alabama
Building & Earth Proposal No.: HV25007

Dear Mr. Wilson:

Building & Earth Sciences Inc. (Building & Earth) is pleased to submit this proposal to provide Subsurface Exploration and Geotechnical Engineering Evaluation for the subject project in the City of Madison, Alabama. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a fee for our services.

PROJECT INFORMATION

Project information was provided via phone and email by Mr. Harry Wilson with Sain Associates to Mr. Jeff Pepper with Building & Earth. We understand that the project will consist of widening the north side of the westbound lane on Old Madison Pike between Sunset Blvd and Hughes Road in Madison, Alabama. We also understand that the project will include new traffic signalization at the intersection of Old Madison Pike and Hughes Road in Madison, Alabama.

We further understand that this project will not receive Alabama Department of Transportation (ALDOT) funding.

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

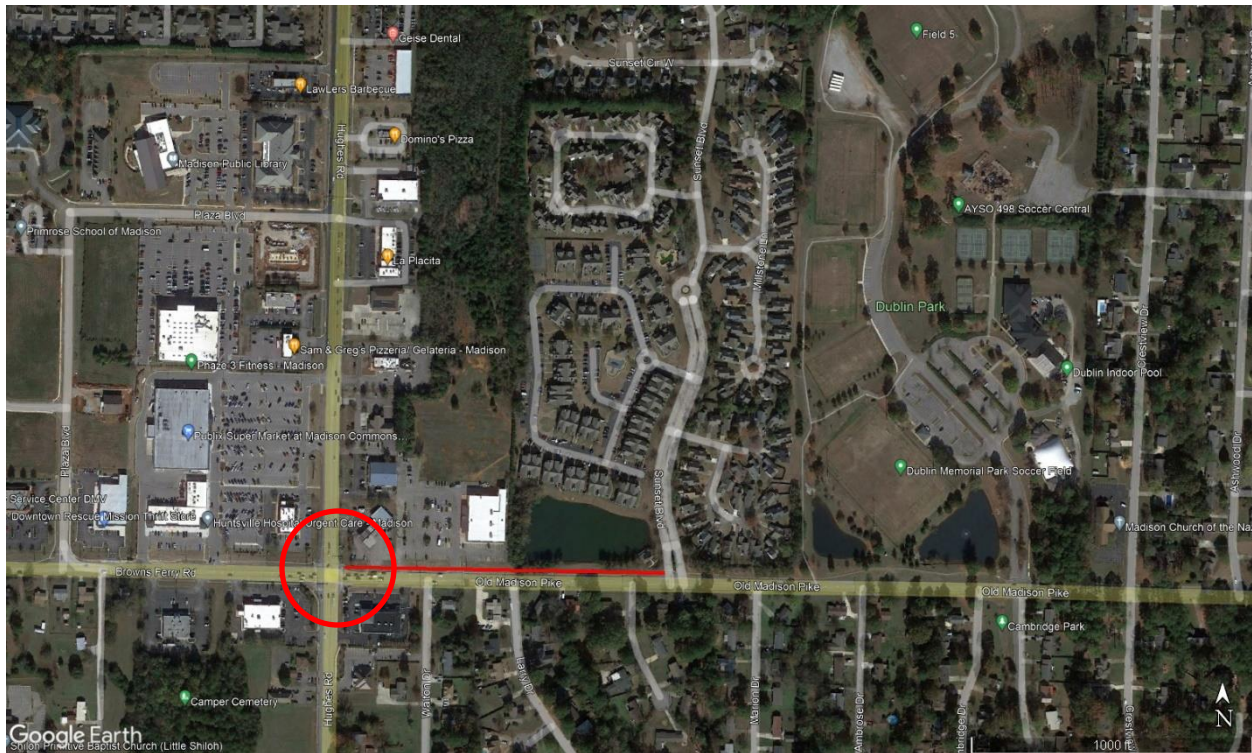


Figure 1: Google Earth Aerial View of Site

Site grading information was not available at the time of this proposal. Based on existing site grades, we anticipate cuts and fills will be on the order of 1 foot to 3 feet or less, respectively, depending on final configuration.

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to explore general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated to determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

The work will include the following:

- Five soil test borings. We plan on performing three test borings in the widening area and two test borings at the traffic signals. The widening borings will be drilled to a depth of 10 feet or auger refusal, whichever occurs first, and the traffic signal borings will be drilled to a depth of 30 feet or auger refusal, whichever occurs first.

Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. The borings will be drilled in areas assessable to our track mounted drill rig and free of underground and above ground utilities. We request that the traffic signal pole locations are staked in the field prior to our mobilization.

- Coring the existing pavement structure on Old Madison Pike to determine layer type, thickness, and condition and providing a photographic log of the cores. We plan on drilling two cores through the asphalt and base. For the safety of our coring crew, have budgeted for traffic control during asphalt coring.
- Laboratory analysis consisting of the following:
 - Atterberg Limits/wash No. 200 tests (7)
 - Natural moisture content (32)
- Preparation of a geotechnical report. The report will present our findings, depth of soft soils if encountered, conclusions, and recommendations. Our recommendations including site preparation considerations, undercutting requirements, pavement subgrade preparation considerations, and other soil related design issues. The report will also include anticipated pay items including a new asphaltic concrete buildup for the widening. It appears that the existing pavement is performing satisfactorily, therefore we anticipate the pavement buildup for the widening will be equivalent to the existing pavement buildup.
- Preparation of a separate, brief foundation report for the traffic signal poles. The report will present our findings, local geology, drilling methods used, a soil classification summary, and boring logs with L-Pile parameters.

EXCLUDED SERVICES

The following services are specifically excluded from our proposed work plan:

- Surveying boring locations. We request that Sain provide us with Northing, Easting, and elevations. We will also record GPS coordinates during the field exploration and plot the borings on a Subsurface Profile Sheet.
- Profile and cross section sheets. Since this project is not funded by ALDOT, and due to the relatively small size, we plan to only provide a Boring Location Plan, Boring Profile, and each soil Boring Log.
- Falling Weight Deflectometer (FWD) testing.

- Resilient Modulus (Mr) testing.
- Foundation Design.

FEE

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, we propose a lump sum fee of **\$9,600**.

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

After issuance of the FINAL reports, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis.

SCHEDULE

We anticipate that the field exploration could be started within 10 business days of receiving written authorization to proceed. We anticipate the field work will take approximately 2 days to complete. The laboratory work will take an additional 5 days to complete. The written reports will be available within 15 business days following completion of the field and laboratory work. We will discuss the site conditions with you during the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

SITE ACCESS AND UTILITIES

Based on aerial imagery of the site, the site appears to be accessible to our drilling equipment. No re-grading or re-vegetation of the site following the completion of our field exploration is included in this proposal. The borings will be backfilled with auger cuttings upon completion of drilling.

We will notify the Alabama 811 service to locate underground utilities at the site. Additionally, we request that the Client provide us with any available information regarding underground utilities. Building & Earth Sciences, Inc. will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Srdj Boskovic, MSE, P.E.
Regional Manager



Jeffrey Pepper, P.E.
Chief Engineer



INFORMATION SHEET

PROJECT NAME/LOCATION: Old Madison Pike Widening, Madison, AL

PROPOSAL/PROJECT NO. HV25007 **DATE:** 01/23/2023

CLIENT: Sain Associates

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

REPORT DISTRIBUTION:

Firm: _____ **Firm:** _____

Address: _____ **Address:** _____

Attention: _____ **Attention:** _____

Email: _____ **Email:** _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultant's Proposal



PROJECT NAME/LOCATION: Old Madison Pike Widening
PROPOSAL/PROJECT NO. HV25007 **DATE:** 01/23/2023
CLIENT: Sain Associates

ACCEPTANCE OF CONTRACT:

The Contract consists of the Information Sheet, the Consultant’s Proposal, and the attached General Terms and Conditions (the “Contract”), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by Consultant and Client.

THIS CONTRACT is entered into as of the ____ day of _____, 20__.

CLIENT:

[Company Name]

Sign: _____

Print: _____

Its: _____

Address: _____



GENERAL TERMS AND CONDITIONS- Geotechnical Consultation and Exploration Services

SECTION 1: STANDARD OF CARE

- 1.1 The standard of care for all services performed or furnished by Building & Earth Sciences, Inc ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which include subsurface exploration and geotechnical consultation services. The information provided and reports prepared by Consultant are intended for the exclusive use of Client for the Project and the scope of services defined herein,
- 2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:
- (a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.
- (b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.
- (c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing or by providing accurate and current existing conditions documentation. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the existing conditions documentation furnished to Consultant. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless the Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising out of or relating to damage to undisclosed subsurface conditions, utilities or structures, whether owned by Client or third parties.
- (d) Samples. Consultant will retain soil and rock samples subject of its exploration and testing activities for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection with this Contract are for general geotechnical information purposes only. Further design and engineering services are necessary to establish a basis for design, estimating and construction work. Accordingly, Client shall not rely on these reports to prepare accurate bids or estimates for excavation and related works including but not limited to rock quantities, dewatering, removal of unsuitable materials or excavation support. A more fully developed scope of investigation, analysis, and consultation will be required for further design and engineering and quantity estimation purposes.

(2) Consultant may be separately retained to provide consultation to other design professionals who will utilize or are affected by any report furnished by Consultant in connection with this Contract including review of plans and specifications prepared by such other design professionals. The review of plans and specifications by Consultant is to provide advice with regard to the proper consideration of geotechnical information, issues, findings and recommendations identified in the Consultant's report(s) as other design professionals and contractors interpret and incorporate such information and recommendations in their design services and construction activities.

(3) Client acknowledges that misinterpretation or improper use of Consultant's reports by engineers, contractors or others in preparing design, construction and bid documents and cost and quantity estimates is a frequent cause of construction claims. Client agrees to defend, indemnify and hold harmless Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Schedule of Performance. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the schedule of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: CLIENT RESPONSIBILITIES AND INFORMATION

3.1 Designated Client Representative. The Client shall identify a Designated Representative who shall be authorized to act on the Client's behalf with respect to the Project. The Client's Designated Representative shall render Project related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall not be liable for any error or omission made by the Client, or Designated Client Representative or and consultant or contractor retained by Client.

3.2 Client Provided Services and Information. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client or its Designated Client Representative or other consultants or contractors retained by Client. Consultant shall provide prompt written notice to the Client if Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

SECTION 4: OWNERSHIP OF DOCUMENTS

4.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

4.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

- 4.3** Consultant hereby grants to Client a exclusive license to use the Instruments of Service furnished by Consultant only for the purpose of further investigation and design of the Project, subject to the limitations stated in Section 2 above, for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").
- 4.4** Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless Consultant and any of its employees and sub-consultants from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 5: PAYMENT TERMS

- 5.1** Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.
- 5.2** Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, Client shall pay Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and schedule of performance shall be equitably adjusted.
- 5.3** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.
- 5.4** Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 6: INSURANCE & LIMITATION OF LIABILITY

- 6.1** Consultant shall procure and maintain the following insurance coverage:
- | | |
|---|----------------------------|
| (a) Worker's Compensation Insurance | statutory limit |
| (b) Employer's Liability | \$1,000,000 |
| (c) Comprehensive General Liability Insurance | |
| General Aggregate | \$2,000,000 |
| Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) Automobile Liability Insurance | \$1,000,000 per occurrence |
- 6.2** Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of Consultant to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$1,000,000.00.
- 6.3** Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 7: RIGHT OF ENTRY

- 7.1** Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Consultant shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 8: SAMPLING OR TEST LOCATION

- 8.1** Unless otherwise specified in writing, Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 9: HAZARDOUS SUBSTANCES

- 9.1** Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.
- 9.2** The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.
- 9.3** If any Hazardous Substance is discovered at the Project site, Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Consultant and its sub-consultants (if any) from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to the presence or discovery of any Hazardous Substance on the Project site.

SECTION 10: DISPUTES

- 10.1** In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:
- (a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between appropriate representatives of each party authorized to bind each party.
- (b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- (c) Binding Dispute Resolution. If the parties do not resolve a dispute through mediation the parties shall proceed to binding dispute resolution either through litigation in a court of competent jurisdiction in Birmingham, Alabama or by arbitration, as agreed to by the parties at the time of the unresolved dispute.

(i.) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. If the parties elect to pursue binding dispute resolution through arbitration, the controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof.

(ii) In the determination by the court of competent jurisdiction or arbitrator(s), the prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client from and against damages, losses and judgments arising from claims by third parties (including reasonable attorneys' fees, expenses and dispute resolution costs) but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Contract. The Consultant has no obligation to pay for any amount (exclusive of defense cost) that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract. Client shall be responsible for the expenses of such termination or suspension.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain or are inconsistent with the scope of Consultant's services on the Project. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: NON-SOLICITATION AGREEMENT

15.1 It is agreed that the Client, shall not solicit for hire or induce any person who is an employee, independent contractor, subcontractor or agent of Consultant to terminate their employment or relationship with Consultant, in order to become an employee, come under the direction of the Client to independently perform services for the Client, during the term of this Agreement and twelve (12) months after its termination without the express written consent of Consultant. If the Client breaches this agreement and employs the above, or causes the termination of employment with Consultant, the Client will immediately pay Consultant an amount equal to two (2) years of revenue typically generated by that employee to compensate for the loss of revenue and training.

SECTION 16: MISCELLANEOUS

- 16.1** Governing Law. This Contract shall be governed by the law of the state in which the Project is located.
- 16.2** Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.
- 16.3** Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 16.4** This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.
- 16.5** Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.
- 16.6** Expiration. This proposal is valid for a period of 90 days from the date of the proposal. After 90 days, Consultant will consider extending the offer if requested to do so by Client.