

TUSCALOOSA COUNTY COMMISSION

MEETING

February 27, 2013

TUSCALOOSA COUNTY §

STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Bobby Miller
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to levy county license fees for alcoholic beverages for fiscal year 2013-2014 in the amounts shown in the exhibit as attached.

Exhibit 2-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to adopt resolutions for the following ATRIP projects:

TCP 63-17-12 Bridge replacement over Kansas City Railroad on Holman Church Road

TCP 63-15-12 Milling and resurfacing 11.9 mile segment of Lock 17 Road

TCP 63-14-12 Milling and resurfacing 9.3 mile segment of County Road 140

TCP 63-05-12 Milling and resurfacing 6.7 mile segment of Keenes Mill Road

Exhibit 2-2, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to authorize payment of invoices to Burk-Kleinpeter, Inc., for professional services on three bridge replacement projects:

Upper Tyro Creek bridge replacement project \$2,000.00
Binion Creek Tributary bridge replacement project
\$3,500.00
South Sandy Road bridge replacement project \$10,000.00

Exhibit 2-3, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize amendments to agreements with Almon Associates for the addition of geotechnical work on the following bridge replacement projects. (The amendments will increase the cost to \$12,367.34 per project).

Dobbs Road bridge replacement project
Moccasin Branch Road bridge replacement project

Exhibit 2-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve the renewal of the Herbicide contract, in the amount of \$156,991.76, for two sprayings in 2013. This is the third renewal year of the contract.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution accepting streets in Wellington Hall Estates First Sector Phase 1.

Exhibit 2-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize payment of invoice in the amount of \$1,770.00, to CFM Group LLC, for surveying work done at the Holt Elementary School site.

Exhibit 2-6, Page

Commissioner Reginald Murray's motion to approve a claim against the County made by Mary A. Duncan, died for lack of a second.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize County Attorney Robert Spence to negotiate and develop a contract with Stillman College to provide certain services to the citizens of Tuscaloosa County.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to reset barriers at Dollar Road and Northbrook Drive pending completion of a traffic study and a comprehensive review with Northport officials.

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, to approve proposed new Subdivision Regulations. After discussion, Commissioner Jerry Tingle withdrew his motion. Chairman McCollum requested Commissioners make available to the County Engineer before March 11th, any changes, corrections, deletions or additions to the proposed document.

Commissioner Jerry Tingle's motion to withdraw from a previous commitment to pledge \$1,000,000.00 towards phase 1 of a new tennis facility in Tuscaloosa County, died for lack of a second.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss appointments to the Coker Water Authority Board.

Commissioner Reginald Murray's motion, seconded by Commissioner Stan Acker, to open cut Lock 9 Road at Stormy Acres for placement of a drainage pipe, pending the approval of the County Engineer, passed on a three-to-one vote with Commissioner Jerry Tingle casting the NAY vote.

Commissioner Stan Acker's motion to appoint John Guin and Frank Swindle to the Coker Water Authority Board was seconded by Commissioner Reginald Murray. The motion passed on a three-to-one vote with Commissioner Jerry Tingle abstaining.

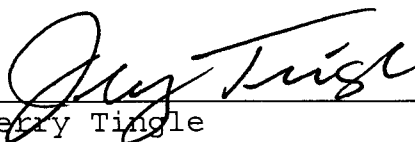
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, March 13, 2013.



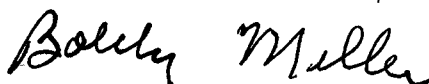
W. Hardy McColium
Judge of Probate and Chairman
Tuscaloosa County Commission



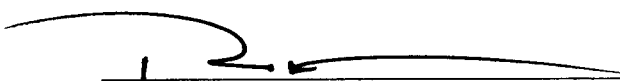
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



Alabama Alcoholic Beverage Control Board
Enforcement Division
 2715 Gunter Park Drive West
 Montgomery, AL 36109
 Phone: 334-213-6300
 Fax: 334-213-6322

February 11, 2013

MEMORANDUM

To: All Wet County Commissions
From: Summer Childers
 Enforcement Division – License Section

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses.

In order for this program to be set up for fiscal year 2013-2014, the **attached form must be completed** listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 12, 2013**. This form must be signed by an authorized county official. Please return your completed document to Summer.Childers@abc.alabama.gov or mail to the address above.

Received by: _____

County: Tuscaloosa

COUNTY (63) TUSCALOOSA 2013 - 2014

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$300.00	\$100.00	\$400.00	\$450.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$300.00	\$ 0.00	\$300.00	\$350.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$750.00	\$150.00	\$900.00	\$950.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$500.00	\$ 0.00	\$500.00	\$550.00
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$550.00	\$275.00	\$825.00	\$875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$750.00	\$375.00	\$1125.00	\$1175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$200.00	\$ 0.00	\$200.00	\$250.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$200.00	\$100.00	\$300.00	\$350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$150.00	\$ 75.00	\$ 0.00	\$275.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$100.00	\$ 0.00	\$ 0.00	\$150.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$250.00	\$125.00	\$375.00	\$425.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$150.00	\$ 75.00	\$225.00	\$275.00
200 - MANUFACTURER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
210 - IMPORTER	\$ 50.00	\$500.00	\$250.00	\$750.00	\$800.00
**					
220 - BREWPUB	\$ 50.00	\$1,000.00	\$500.00	\$1,500.00	\$1550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$300.00	\$300.00	\$600.00	\$650.00
240 - NON-PROFIT - TAX EXEMPT		\$0.00	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: *M. L. Whites*
 Authorized County Official

County Administrator
 Title

2/27/13
 Date

R E S O L U T I O N

County of Tuscaloosa

Project No.: TCP 63-17-12

WHEREAS, the Tuscaloosa County Commission is desirous of undertaking a state funded bridge replacement project consisting of the construction of a new bridge included in the Tuscaloosa County Road System and being more particularly described as follows;

Replacement of a 79 foot bridge over Kansas City Railroad on Holman Church Road approximately 0.2 miles South of Junction Alabama Highway 140
Southwest ¼ of Section 30, Township 20 South, Range 12 West
Structure Number -O CO0067 63 0000076Z 00
Sufficiency Rating - 32.3
Status - 2
Bin No. - 000100

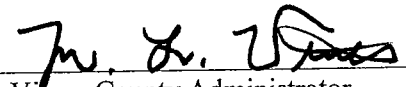
WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement or agreements which may be required for execution by and between the State of Alabama Department of Transportation and the Tuscaloosa County Commission covering the various information to be provided during the development and/or implementation phase of the subject project; and

WHEREAS, Tuscaloosa County agrees to all of the requirements of any agreement which has been or shall be executed relating to the construction phase of the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of the subject resolution with all attachments related to the proposed work as outlined herein and attached hereto.

Approved this 27th, day of February, 2013 by the Tuscaloosa County Commission.

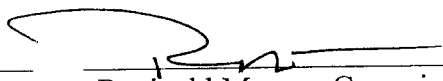

W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa
State of Alabama

Project No.: TCP 63-15-12
Functional Classification No. 7

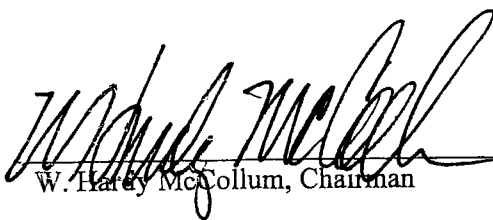
WHEREAS, the Commission of Tuscaloosa, County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Tuscaloosa County Road System and described as follows:

Milling and Resurfacing a 11.9 mile segment of Lock 17 Road which is a two lane Rural Major Collector located in
Sections 7, 17 and 18 of Township 20 South, Range 7 West
Sections 1 and 12 of Township 20 South, Range 8 West
Sections 24, 25 and 36 of Township 19 South, Range 8 West
Sections 5, 8, 17, 18 and 19 of Township 19 South, Range 7 West
Section 32 of Township 18 South, Range 7 West

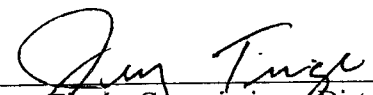
WHEREAS, Tuscaloosa County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Approved this 27th, day of February, 2013 by the Tuscaloosa County Commission.

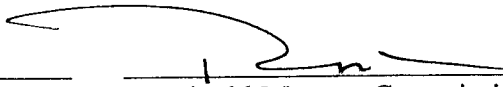

W. Harry McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Milfer, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa
State of Alabama

Project No.: TCP 63-14-12
Functional Classification No. 7

WHEREAS, the Commission of Tuscaloosa, County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Tuscaloosa County Road System and described as follows:

Milling and Resurfacing a 9.3 mile segment of County Highway 140 which is a two lane Rural Major Collector located in Sections 31 and 32 of Township 20 South, Range 11 West
Sections 29, 30, 32, 33 and 36 of Township 20 South, Range 12 West
Sections 1, 2, 3 and 4 of Township 21 South, Range 12 West

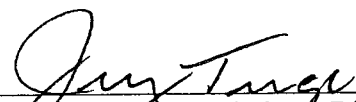
WHEREAS, Tuscaloosa County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Approved this 27th , day of February , 2013 by the Tuscaloosa County Commission.

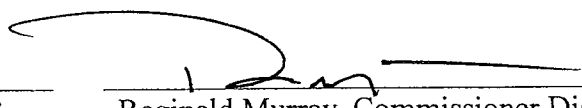

W/ Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

R E S O L U T I O N

County of Tuscaloosa
State of Alabama

Project No.: TCP 63-05-12
Functional Classification No. 7

WHEREAS, the Commission of Tuscaloosa, County, Alabama, is desirous of constructing or improving, by force account, by contract, or both, a section of road included in the Tuscaloosa County Road System and described as follows:

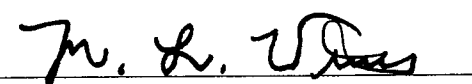
Milling and Resurfacing a 6.7 mile segment of Keenes Mill Road which is a two lane Rural Major Collector located in Sections 19, 20, 27, 28, 29 and 30 of Township 21 South, Range 8 West
Sections 22, 23 and 24 of Township 21 South, Range 9 West

WHEREAS, Tuscaloosa County agrees to all of the provisions of the County-wide agreement executed between the State and the County covering preliminary engineering by State forces and equipment on the project, and

WHEREAS, Tuscaloosa County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Approved this 27th , day of February _____, 2013 by the Tuscaloosa County Commission.


W. Hardy McCollum, Chairman


Melvin Vines, County Administrator


Jerry Tingle, Commissioner District 2


Stan Acker, Commissioner District 1


Bobby Miller, Commissioner, District 3


Reginald Murray, Commissioner District 4

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

January 31, 2013

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

Tuscaloosa County Misc. Bridge Replacements
Client Number 252
Invoice #18
BKI Job No. TU.11.006

For professional services rendered on the referenced project through the month of January 2013.

PAYMENT REQUEST NO.18

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
<u>Jay Creek Bridge</u>				
DESIGN SERVICES	\$32,500.00	0%	\$ -	\$ -
SURVEY SERVICES	\$8,050.00			
<u>Upper Tyro Creek</u>				
DESIGN SERVICES	\$51,000.00	97%	\$ 49,735.00	\$ -
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
ADDITIONAL SERVICES/ GEOTECHNICAL SERVICES	\$20,988.00	9%	\$ 3,908.18	\$ 2,000.00
<u>Rock Castle Creek</u>				
DESIGN SERVICES	\$25,500.00	98%	\$ 24,930.00	\$ -
SURVEY SERVICES	\$8,050.00	100%	\$ 8,050.00	\$ -
	\$133,150.00		\$ 95,683.18	\$ 2,000.00

PREVIOUSLY INVOICED: \$ (93,683.18)
AMOUNT DUE: \$ 2,000.00

RECEIVED

BKI INVOICE: 52421



TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1986

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

January 31, 2013

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

RE: Binion Creek Tributary Bridge Replacement
Client Number 252
Invoice #4
BKI Job No. Tu.12.018-01

For professional services rendered on the referenced project through the month of January 2013.

PAYMENT REQUEST NO. 4

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$19,500.00	74%	\$ 14,500.00	\$ 3,500.00
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
PROPERTY PLATS	\$2,500.00	80%	\$ 2,000.00	\$ -
GEOTECHNICAL SERVICES	\$ 17,999.00	0%	\$ -	\$ -
	<u>\$45,499.00</u>		<u>\$ 22,000.00</u>	<u>\$ 3,500.00</u>

PREVIOUSLY INVOICED: \$ (18,500.00)
AMOUNT DUE: \$ 3,500.00

RECEIVED

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 52431
ks



BURK-KLEINPETER, INC.
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD
WM. R. "BIFF" BURK, III, PE

ASSOCIATES
DAVID S. HARGROVE, PE
CRAIG P. WILLIAMS, PE

WILLIAM R. BURK, JR., 1912-1988

600 LURLEEN WALLACE BLVD, SUITE 180
TUSCALOOSA, AL 35401-9166
TELEPHONE (205) 759-3221 FAX (205) 759-9166
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

PRESIDENT
GEORGE C. KLEINPETER, JR., PE

REGIONAL VICE PRESIDENT - AL
O. JEFFREY WOOD, PE

VICE PRESIDENT
BRUCE L. HIGGINBOTHAM, PE

January 31, 2013

Bobby Hagler
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, AL 35401

RE: South Sandy Bridge Replacement
Client Number 252
Invoice #10
BKI Job No. Tu.12.010-01

For professional services rendered on the referenced project through the month of January 2013.

PAYMENT REQUEST NO.10

	<u>TOTAL AMOUNT</u>	<u>% COMPLETE</u>	<u>AMOUNT COMPLETE</u>	<u>CURRENT AMOUNT DUE</u>
DESIGN SERVICES	\$65,000.00	85%	\$ 55,500.00	\$ -
SURVEY SERVICES	\$7,500.00	100%	\$ 7,500.00	\$ -
PROPERTY PLATS	\$2,500.00	60%	\$ 1,500.00	\$ -
GEOTECHNICAL SERVICES	\$ 23,750.00	72%	\$ 17,000.00	\$ -
	<u>\$98,750.00</u>		<u>\$ 81,500.00</u>	<u>\$ -</u>
SUPPLEMENTAL AGREEMENT				
DESIGN SERVICES	\$51,750.00	94%	\$ 48,500.00	\$ 10,000.00
GEOTECHNICAL SERVICES	\$7,500.00	27%	\$ 2,000.00	\$ -
SURVEY SERVICES	\$5,500.00	100%	\$ 5,500.00	\$ -
			<u>\$ 56,000.00</u>	<u>\$ 10,000.00</u>

PREVIOUSLY INVOICED: \$ (127,500.00)
AMOUNT DUE: \$ 10,000.00

RECEIVED

TUSCALOOSA COUNTY
PUBLIC WORKS DEPARTMENT

BKI INVOICE: 52428





Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

2008 12th Street
Tuscaloosa, AL 35401

phone: 205.349.2100
fax: 205.349.2107
web: www.almonassociates.com

February 20, 2013

Mr. Bobby Hagler, P.E.
Tuscaloosa County Public Works
2810 35th St.
Tuscaloosa, AL 35401

Re: Contract amendment for: TCP 63-01-12, Moccasin Branch Road and
TCP 63-02-12, Dobbs Road Bridge Replacement Projects

Dear Mr. Hagler,

We are writing to propose fee adjustments corresponding to requested scope changes on the above referenced projects. The Alabama Department of Transportation (ALDOT) is requiring the County to submit a materials report for each bridge culvert. According to the ALDOT, 5th Division Materials Engineer the report shall also contain a culvert foundation report. Our current scope of services does not include preparation of said report.

We have negotiated a fee with TTL to provide the foundation report as well as the drilling for final preparation of the materials report by the County Engineering Staff. The proposed fee for these additional services is estimated to be \$12,367.34 for each bridge culvert.

Also, our current scope includes a line item for "Categorical Exclusion Preparation", which is currently being performed by the County Engineering Staff. The savings to the County by performing this work in house is \$3,500 for each bridge.

With both scope changes listed above the net additional costs to the county will be approximately \$8,867.34 for each Bridge Culvert. Please find attached the original contract and the proposal by TTL for the additional Geotechnical Engineering work.

Please let us know if you have any questions or need additional information.

Sincerely;
Almon Associates, Inc.

A handwritten signature in black ink that reads "Jeremy D. Jones".

Jeremy D. Jones, P.E.
Associate

CIVIL ENGINEERING

SITE DESIGN • ENVIRONMENTAL • STRUCTURAL DESIGN • SURVEYING • MAPPING • TRANSPORTATION • WATER RESOURCES



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

February 11, 2013

Mr. Jeremy Jones, P.E.
Almon Associates, Inc.
2008 12th Street
Tuscaloosa, AL 35401

**RE: Proposal for Bridge Culvert Foundation Report
Bridge Replacement on CR 1323 (Moccasin Branch Road) Over Unnamed Tributary
Tuscaloosa County, Alabama
Project No. ACRZ-58496-ATRP(001)
TTL Proposal No. P01113014**

Dear Mr. Jones:

TTL, Inc. (TTL) is pleased to submit this proposal for a culvert foundation report on the above-referenced project. The work performed under this proposal will be in accordance with the following documents.

- ALDOT Procedure 390
- ALDOT Procedure 398
- Checklist and Guidelines for Review of Geotechnical Reports prepared by the Federal Highway Administration (FHWA)

PROJECT INFORMATION

The project consists of replacing the existing bridge (BIN 011262) over an unnamed tributary on CR 1323 (Moccasin Branch Road) in northwestern Tuscaloosa County with a new bridge culvert. Planning for the new culvert is still in the preliminary design phase; therefore, final plans and structural information were not available at the time of this proposal.

The existing bridge is a one-lane, timber and concrete bridge with a length of about 31 feet. The replacement culvert will be a CT-1006 concrete culvert with a length of 64 feet on a 30 degree skew based on the preliminary design information provided to TTL. Approximately 3 feet of fill will be required above the culvert. The bridge replacement project may also include the widening of the approaches on each end of the bridge.

PROPOSED SCOPE OF SERVICES

- Perform a site visit and field stake planned boring locations based on the in-place bridge location and obtain utility clearances for the planned boring locations.
- Perform soil borings in general accordance with ALDOT Procedure 398. We will perform three borings as close as possible to the centerline of the proposed culvert

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centerline. We anticipate one of the borings will have to be drilled through the bridge deck. We have assumed that Tuscaloosa County will perform the necessary repairs to the bridge deck upon completion of the borings. The borings will be performed to a depth of 26 feet below the ground surface in general accordance with AASHTO T-206.

- Split-spoon sampling will be conducted at approximately 5-foot intervals. A relatively undisturbed Shelby tube sample will be obtained for consolidation testing. Since the boring drilled through the bridge deck will require closing the bridge for a short time, we have assumed that coordination with Tuscaloosa County will be required prior to performing the boring and that the bridge can be closed during daylight hours for our drilling.
- We will perform two additional borings in each of the bridge approaches in areas of possible widening. The borings will be performed to a depth of 11 feet below the ground surface in general accordance with AASHTO T-206. A log of each boring will be provided to Tuscaloosa County. Our understanding is Tuscaloosa County will prepare a Materials Report for the approaches.
- Perform laboratory classification testing of selected split-spoon samples to provide general characteristics of the subsurface soils.
- Perform corrosion analysis on water and soil samples.
- Analyze the data and prepare a bridge foundation report.

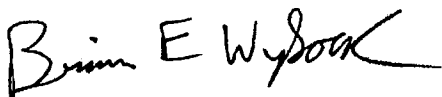
COMPENSATION

The attached Tables I and II show our estimates of the unit quantities, the unit rates for performing this work, and the estimated cost for each work task. We recommend a budget of \$9,505.99 for the bridge culvert. We recommend an additional budget of \$2,861.35 for performing the soil survey borings at the approaches.

We appreciate the opportunity to present this proposal and we look forward to working with you to execute this project. Please call if you have any questions.

Sincerely,

TTL, Inc.



Brian E. Wysock, E.I.
Staff Professional



R. Jason Webber, P.E.
Project Manager

Enclosures:

*Tables I and II – Cost Estimates
ASFE Information
Client Project Services Agreement*



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

2/11/2013

Table I - Cost Estimate
Bridge Culvert Foundation Report
Bridge Replacement on CR 1323 (Moccasin Branch Road) Over Unnamed Tributary
Tuscaloosa County
ACBRZ-58496-ATRP(001)

Page 1 of 1

Task	Item	Unit	Rate	Quantity	Item Cost	Task Subtotal
Project Planning and Coordination						
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	2	\$ 353.92	
	Mileage	mile	\$ 0.55	80	\$ 44.00	
						\$ 927.16
Drilling						
	Mobilization/Demobilization	mile	\$ 5.00	80	\$ 400.00	
	Soil Boring per AASHTO T-206 w/SPT	feet	\$ 14.25	78	\$ 1,111.50	
	Split Spoon Samples (Additional)	feet	\$ 10.50	4	\$ 42.00	
	Water Truck	man day	\$ 240.00	1	\$ 240.00	
	Thin Walled Tube Sampling	each	\$ 61.50	1	\$ 61.50	
	Staff Professional 2	hour	\$ 93.38	12	\$ 1,120.56	
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	2	\$ 353.92	
	Mileage	mile	\$ 0.55	80	\$ 44.00	
						\$ 3,902.72
Laboratory Testing						
	Atterberg Limits	each	\$ 75.00	3	\$ 225.00	
	Sieve Analysis	each	\$ 65.00	3	\$ 195.00	
	Moisture Content	each	\$ 10.00	3	\$ 30.00	
	One Dimensional Consolidation Test	each	\$ 425.00	1	\$ 425.00	
	pH	each	\$ 14.50	2	\$ 29.00	
	Sulfate	each	\$ 45.00	2	\$ 90.00	
	Resistivity	each	\$ 90.00	2	\$ 180.00	
	Chloride	each	\$ 45.00	2	\$ 90.00	
						\$ 1,264.00
Analysis and Report Preparation						
	Staff Professional 2	hour	\$ 93.38	12	\$ 1,120.56	
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	5	\$ 884.80	
	Administrative Assistant	hour	\$ 55.23	3	\$ 165.69	
	Draftsman-CADD	hour	\$ 86.04	8	\$ 688.32	
	Mylar Copies of Drill Logs	page	\$ 11.75	2	\$ 23.50	
						\$ 3,412.11
Total Project Estimate						\$ 9,505.99



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2/11/2013

Table II - Cost Estimate
Soil Survey Borings for Approaches
Bridge Replacement on CR 1323 (Moccasin Branch Road) Over Unnamed Tributary
Tuscaloosa County
ACBRZ-58496-ATRP(001)
Page 1 of 1

Task	Item	Unit	Rate	Quantity	Item Cost	Task Subtotal
Drilling						
	Soil Test Boring per AASHTO T-206	feet	\$ 14.25	44	\$ 627.00	
	Staff Professional 2	hour	\$ 93.38	8	\$ 747.04	
	Staff Professional 4	hour	\$ 132.31	2	\$ 264.62	
						\$ 1,638.66
Laboratory Testing						
	Atterberg Limits	each	\$ 75.00	2	\$ 150.00	
	Sieve Analysis	each	\$ 65.00	2	\$ 130.00	
	Moisture Content	each	\$ 10.00	2	\$ 20.00	
						\$ 300.00
Analysis and Log Preparation						
	Staff Professional 2	hour	\$ 93.38	6	\$ 560.28	
	Staff Professional 4	hour	\$ 132.31	2	\$ 264.62	
	Draftsman-CADD	hour	\$ 86.04	1	\$ 86.04	
	Mylar Copies of Drill Logs	page	\$ 11.75	1	\$ 11.75	
						\$ 922.69
						Total Project Estimate \$ 2,861.35

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk*. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy*. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@asfe.org www.asfe.org

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CLIENT PROJECT SERVICES AGREEMENT

Bridge Culvert Foundation Report - Bridge Replacement on CR 1323 Over Unnamed Tributary

TTL Proposal Number P01113014

Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated February 11, 2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into 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 or Exhibit B. 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/Termination. 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 any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of 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. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. 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.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are 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, at the address on Page 2, 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.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as 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 strictly for informational purposes only and not for reliance and that 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 an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

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. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, 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.

7. Indemnity/Statute of Limitations. 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.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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. Dispute Resolution. 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, or geologist licensed in the jurisdiction in which the work in question was performed 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, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT

Bridge Culvert Foundation Report - Bridge Replacement on CR 1323 Over Unnamed Tributary

TTL Proposal Number P01113014

Page 2 of 2

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of 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 a failure to request or schedule Consultant's 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 is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. 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 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 subconsultants 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. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. 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. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. 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.

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. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary 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.

18. 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.

19. 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.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: Almon Associates, Inc.

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: 2008 12th Street _____ Telephone no.: _____

City and state: Tuscaloosa, AL _____ Zip: 35401 Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: P.O. Drawer 1128 Tuscaloosa, AL 35403

TTL approval by: _____ Date: _____

Print name: _____ Title: _____



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

February 11, 2013

Mr. Jeremy Jones, P.E.
Almon Associates, Inc.
2008 12th Street
Tuscaloosa, AL 35401

**RE: Proposal for Bridge Culvert Foundation Report
Bridge Replacement on CR 144 (Dobbs Road) Over Thornton Creek
Tuscaloosa County, Alabama
Project No. ACRZ-58497-ATRP(001)
TTL Proposal No. PO1113015**

Dear Mr. Jones:

TTL, Inc. (TTL) is pleased to submit this proposal for a culvert foundation report on the above-referenced project. The work performed under this proposal will be in accordance with the following documents.

- ALDOT Procedure 390
- ALDOT Procedure 398
- Checklist and Guidelines for Review of Geotechnical Reports prepared by the Federal Highway Administration (FHWA)

PROJECT INFORMATION

The project consists of replacing the existing bridge (BIN 012418) over Thornton Creek on CR 144 (Dobbs Road) in northwestern Tuscaloosa County with a new bridge culvert. Planning for the new culvert is still in the preliminary design phase; therefore, final plans and structural information were not available at the time of this proposal.

The existing bridge over Thornton Creek is a two-lane, timber and concrete bridge with a length of about 30 feet. The replacement culvert will be a CT-1208 concrete culvert with a length of 56 feet on a 15 degree skew based on the preliminary design information provided to TTL. Approximately 3 feet of fill will be required above the culvert. The bridge replacement project may also include the widening and vertical realignment of the approaches on each end of the bridge.

PROPOSED SCOPE OF SERVICES

- Perform a site visit and field stake planned boring locations based on the in-place bridge location and obtain utility clearances for the planned boring locations.
- Perform soil borings in general accordance with ALDOT Procedures 398. We will perform three borings as close as possible to the centerline of the proposed culvert

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centerline. We anticipate one of the borings will have to be drilled through the bridge deck. We have assumed that Tuscaloosa County will perform the necessary repairs to the bridge deck upon completion of the borings. The borings will be performed to a depth of 26 feet below the ground surface in general accordance with AASHTO T-206.

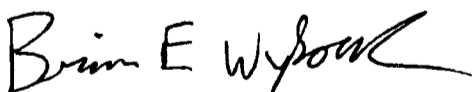
- Split-spoon sampling will be conducted at approximately 5-foot intervals. A relatively undisturbed sample will be obtained for consolidation testing. TTL will provide the necessary traffic control needed to perform the boring through the existing bridge deck.
- We will perform two additional borings in each of the bridge approaches in areas of proposed widening. The borings will be performed to a depth of 11 feet below the ground surface in general accordance with AASHTO T-206. A pavement core will also be obtained at boring locations performed within the existing roadway. A log of each boring will be provided to Tuscaloosa County. Our understanding is Tuscaloosa County will prepare a Materials Report for the approaches.
- Perform laboratory classification testing of selected split-spoon samples to provide general characteristics of the subsurface soils.
- Perform corrosion analysis on water and soil samples.
- Analyze the data and prepare a bridge foundation report.

COMPENSATION

The attached Tables I and II show our estimates of the unit quantities, the unit rates for performing this work, and the estimated cost for each work task. We recommend a budget of **\$9,505.99** for the bridge culvert. We recommend an additional budget of **\$2,981.35** for performing the soil survey borings at the approaches.

We appreciate the opportunity to present this proposal and we look forward to working with you to execute this project. Please call if you have any questions.

Sincerely,
TTL, Inc.



Brian E. Wysock, E.I.
Staff Professional



R. Jason Webber, P.E.
Project Manager

Enclosures:
Tables I and II - Cost Estimates
ASFE Information
Client Project Services Agreement



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

2/11/2013

Table I - Cost Estimate
Bridge Culvert Foundation Report
Bridge Replacement on CR 144 (Dobbs Road) Over Thornton Creek
Tuscaloosa County
ACBRZ-58497-ATRP(001)
Page 1 of 1

Task	Item	Unit	Rate	Quantity	Item Cost	Task Subtotal
Project Planning and Coordination						
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	2	\$ 353.92	
	Mileage	mile	\$ 0.55	80	\$ 44.00	
						\$ 927.16
Drilling						
	Mobilization/Demobilization	mile	\$ 5.00	80	\$ 400.00	
	Soil Boring per AASHTO T-206 w/SPT	feet	\$ 14.25	78	\$ 1,111.50	
	Split Spoon Samples (Additional)	feet	\$ 10.50	4	\$ 42.00	
	Water Truck	man day	\$ 240.00	1	\$ 240.00	
	Thin Walled Tube Sampling	each	\$ 61.50	1	\$ 61.50	
	Staff Professional 2	hour	\$ 93.38	12	\$ 1,120.56	
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	2	\$ 353.92	
	Mileage	mile	\$ 0.55	80	\$ 44.00	
						\$ 3,902.72
Laboratory Testing						
	Atterberg Limits	each	\$ 75.00	3	\$ 225.00	
	Sieve Analysis	each	\$ 65.00	3	\$ 195.00	
	Moisture Content	each	\$ 10.00	3	\$ 30.00	
	One Dimensional Consolidation Test	each	\$ 425.00	1	\$ 425.00	
	pH	each	\$ 14.50	2	\$ 29.00	
	Sulfate	each	\$ 45.00	2	\$ 90.00	
	Resistivity	each	\$ 90.00	2	\$ 180.00	
	Chloride	each	\$ 45.00	2	\$ 90.00	
						\$ 1,264.00
Analysis and Report Preparation						
	Staff Professional 2	hour	\$ 93.38	12	\$ 1,120.56	
	Staff Professional 4	hour	\$ 132.31	4	\$ 529.24	
	Staff Professional 6	hour	\$ 176.96	5	\$ 884.80	
	Administrative Assistant	hour	\$ 55.23	3	\$ 165.69	
	Draftsman-CADD	hour	\$ 86.04	8	\$ 688.32	
	Mylar Copies of Drill Logs	page	\$ 11.75	2	\$ 23.50	
						\$ 3,412.11
Total Project Estimate						\$ 9,505.99



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Table II - Cost Estimate
Soil Survey Borings for Approaches
Bridge Replacement on CR 144 (Dobbs Road) Over Thornton Creek
Tuscaloosa County
ACBRZ-58497-ATRP(001)
 Page 1 of 1

2/11/2013

Task	Item	Unit	Rate	Quantity	Item Cost	Task Subtotal
Drilling	Soil Boring per AASHTO T-206 w/SPT	feet	\$ 14.25	44	\$ 627.00	
	Asphalt Coring (6-inch Diameter)	inch	\$ 10.00	12	\$ 120.00	
	Staff Professional 2	hour	\$ 93.38	8	\$ 747.04	
	Staff Professional 4	hour	\$ 132.31	2	\$ 264.62	\$ 1,758.66
Laboratory Testing	Atterberg Limits	each	\$ 75.00	2	\$ 150.00	
	Sieve Analysis	each	\$ 65.00	2	\$ 130.00	
	Moisture Content	each	\$ 10.00	2	\$ 20.00	\$ 300.00
Analysis and Log Preparation	Staff Professional 2	hour	\$ 93.38	6	\$ 560.28	
	Staff Professional 4	hour	\$ 132.31	2	\$ 264.62	
	Draftsman-CADD	hour	\$ 86.04	1	\$ 86.04	
	Mylar Copies of Drill Logs	page	\$ 11.75	1	\$ 11.75	\$ 922.69
Total Project Estimate						\$ 2,981.35

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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e-mail: info@asfe.org www.asfe.org

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CLIENT PROJECT SERVICES AGREEMENT

Bridge Culvert Foundation Report - Bridge Replacement on CR 144 Over Thornton Creek

TTL Proposal Number P01113015

Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated February 11, 2013 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into 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 or Exhibit B. 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/Termination. 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 any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

3. Change Orders. Client may request changes to the Scope of 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. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. 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.

4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are 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, at the address on Page 2, 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.

5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as 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 strictly for informational purposes only and not for reliance and that 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 an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

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. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, 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.

7. Indemnity/Statute of Limitations. 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.

8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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. Dispute Resolution. 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, or geologist licensed in the jurisdiction in which the work in question was performed 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, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

CLIENT PROJECT SERVICES AGREEMENT

Bridge Culvert Foundation Report - Bridge Replacement on CR 144 Over Thornton Creek
TTL Proposal Number P01113015

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of 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 a failure to request or schedule Consultant's 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 is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. 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 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 subconsultants 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. Documents. Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. 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. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. 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.

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. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary 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.

18. 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.

19. 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.

20. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: Almon Associates, Inc.
Authorized by: _____ Date: _____
Print name: _____ Title: _____
Address: 2008 12th Street Telephone no.: _____
City and state: Tuscaloosa, AL Zip: 35401 Fax no.: _____
E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: TTL, Inc.
Firm address for notifications: P.O. Drawer 1128 Tuscaloosa, AL 35403
TTL approval by: _____ Date: _____
Print name: _____ Title: _____



Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

2008 12th Street
Tuscaloosa, AL 35401

phone: 205.349.2100
fax: 205.349.2107

web: www.almonassociates.com

April 12, 2012

Mr. Bobby Hagler, P.E.
Tuscaloosa County Public Works
2810 35th St.
Tuscaloosa, Al 35401

Attn: Tracy Criss, P.E.

Re: Contract for: TCP 63-01-12, Moccasin Branch Road and
TCP 63-02-12, Dobbs Road Bridge Replacement Projects

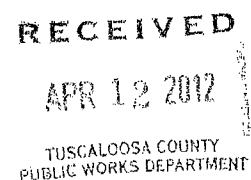
Dear Mr. Hagler,

Please find attached our standard contract form and associated attachments for the above referenced project, for your review. We would like to express once again our excitement in being given this opportunity. Please let us know if you have any questions or need any additional information.

Sincerely;
Almon Associates, Inc.

A handwritten signature in cursive script that reads "Jeremy D. Jones".

Jeremy D. Jones, P.E.
Associate



Attachments: Contract for Professional Services dated 04-11-2012, and attachments A, B, and C

CIVIL ENGINEERING

SITE DESIGN • ENVIRONMENTAL • STRUCTURAL DESIGN • SURVEYING • MAPPING • TRANSPORTATION • WATER RESOURCES



CONTRACT FOR PROFESSIONAL SERVICES

ALMON NO.: 2012-094

PROJECT NAME: Tuscaloosa County 2012 Bridge Replacements
Tuscaloosa, Alabama

PROJECT PHASE: Survey and Design as detailed in attached Proposal dated 2012-04-11

This agreement made and entered into April 11, 2012 by and between ALMON ASSOCIATES, INC., hereinafter called "ALMON" and Tuscaloosa County, hereinafter called "CLIENT", is for the services described under Item 2 of this agreement.

CLIENT NAME: Tuscaloosa County, Alabama
ADDRESS: 2810 35th St. Tuscaloosa, Al 35401
PHONE NO.: (205) 345-6600 FAX NO.: (205)
EMAIL: tcriss@tuscco.com CELL NO.: (205)

- 1. GENERAL PROJECT INFORMATION: This proposal is for professional services associated with development of plans for the construction of two bridges in Northwest Tuscaloosa County. The bridge replacement for Moccasin Branch Road is also Tuscaloosa County project number TCP 63-01-12, and the bridge replacement for Dobbs Road is also Tuscaloosa County project number TCP 63-02-12. See Attachment C for a map identifying the location of each bridge.
2. SCOPE OF SERVICES TO BE PROVIDED BY ALMON: See Attached proposal dated April 11, 2012, hereinafter referred to as Attachment A.
3. DURATION: This Agreement shall remain in effect until completion of proposed scope of work unless terminated as provided herein, or extended by mutual agreement in writing.
4. COMPENSATION: The compensation to be paid ALMON for providing the services called for herein shall be Lump Sum, Hourly based on unit cost/time charges listed on Attachment B, or a combination of both as outlined on Attachment A. The work authorized shall be accomplished in a timely and professional manner by ALMON. If during execution of the work authorized, ALMON is required to stop operations as a result of changes in the work authorized, such as requests by the CLIENT or requirements by third parties, additional charges may be applicable. Prior to the provision of services, the CLIENT shall deposit a retainer of \$ 0.00 with ALMON. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, ALMON may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing date, ALMON may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.
5. REIMBURSABLE COSTS: Reimbursable costs shall include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by ALMON to its employees but not more than 50 cents per mile, long distance telephone calls, printing and reproduction costs, permit and application fees, and survey supplies and materials.

ALMON Initial: JJA
CLIENT Initial: WMA

6. **INSURANCE:** ALMON represents and warrants that it and its agents, staff, and consultants employed by it are protected by worker's compensation insurance and that ALMON has such coverage under public liability and property damage insurance policies as ALMON deems adequate. Certificates for all such policies of insurance will be provided to CLIENT if requested in writing. Within the limits and conditions of such insurance, ALMON agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts, errors or omissions in connection with the professional services performed by ALMON, its agents, staff, and consultants employed by it. Any other provision of these general conditions notwithstanding, it is agreed by CLIENT and ALMON that ALMON shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.
7. **INDEMNIFICATION:** The CLIENT shall indemnify and hold harmless ALMON, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any act, error, omission or wrongful act of the CLIENT or anyone acting on its behalf in connection with or incidental to this Agreement or a contractor or subcontractor of the CLIENT. Such indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by the CLIENT, contractors, subcontractors, or other agents whether or not ALMON provides consulting services related to such activities.
8. **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. If this Agreement is so terminated, CLIENT shall pay ALMON compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination.
9. **WAIVER:** Any failure by ALMON to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ALMON may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
10. **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. 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.
11. **GOVERNING LAW:** CLIENT and ALMON agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by and according to the laws of the State of Alabama.
12. **SOFTWARE REQUIREMENTS:** All computer applications and software must be compatible with CLIENT applications and standards. All computers used by CLIENT shall be equipped with anti-virus software. All electronically stored data shall have back-up no less often than daily.
13. **OWNERSHIP OF DOCUMENTS:** All documents, including drawings, specifications, and surveys prepared by ALMON Associates are instruments of service and shall remain the property of ALMON Associates. Such documents may not be used by the CLIENT for any other endeavor without the written consent of ALMON Associates.
14. **ASSIGNS:** Neither the CLIENT nor ALMON may delegate, assign, sublet, or transfer their duties under or interest in this agreement without the prior written consent of the other party.

ALMON Initial:
CLIENT Initial:

JDJ
WJM

15. **SEVERABILITY:** Any term or provision of this agreement found to be invalid under any applicable statute or rule of law shall be deemed 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.

ALMON ASSOCIATES, INC.

SIGNED: *Jeremy D. Jones*

TYPED NAME: Jeremy D. Jones, P.E.

TITLE: Associate

DATE: 04/11/2012

Tuscaloosa County

SIGNED: *W. Andy McCall*

TYPED NAME: _____

TITLE: Chairman

DATE: 4-20-12

attachments: Attachment A - Scope and Fee, Attachment B - Hourly Rate Schedule, Attachment C - Project Maps

Attachment A



Almon Associates, Inc.
P.O. Drawer 2729
Tuscaloosa, AL 35403

2008 12th Street
Tuscaloosa, AL 35401

phone: 205.349.2100
fax: 205.349.2107

web: www.almonassociates.com

April 11, 2012

Mr. Bobby Hagler, P.E.
Tuscaloosa County Public Works
2810 35th St.
Tuscaloosa, Al 35401

Attn: Tracy Criss, P.E.

Re: Fee proposal for: TCP 63-01-12, Moccasin Branch Road and
TCP 63-02-12, Dobbs Road Bridge Replacement Projects

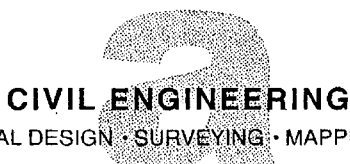
Dear Mr. Hagler,

Thank you for selecting our firm to provide engineering services for Moccasin Branch Road and Dobbs Road bridge replacement projects, as shown on the attached maps. We are always excited whenever we have the opportunity to perform services for our home county.

It is our understanding that the projects listed are to be completed with funding through the Alabama Department of Transportation (ALDOT) and therefore our scope of services shall be that which is required by ALDOT for a bridge replacement project with a State letting. Specifically, we propose to provide surveying and engineering services for each bridge to complete a hydraulic review (to be performed by the State), construction plans, ROW tract sketches and Legal Descriptions, and ROW monumentation for a lump sum fee of \$34,000.00 and \$36,000.00 respectively. We have also estimated hourly services to be performed as needed for utility coordination and Categorical Exclusion preparation.

Please see the fee breakdown below:

<u>Lump Sum Services and Fees:</u>	<u>Moccasin</u>	<u>Dobbs</u>
1) Design Topographic Survey	\$ 3,200.00	\$ 3,200.00
2) Property Survey for ROW acquisition	\$ 1,000.00	\$ 2,000.00
3) ROW tract sketches and legal descriptions	\$ 1,200.00	\$ 1,200.00
4) ROW monumentation (Capped Irons Set)	\$ 750.00	\$ 750.00
5) Engineering Design and Construction Plans	\$ 23,150.00	\$ 24,150.00
Subtotal	\$ 29,300.00	\$ 31,300.00
<u>Hourly Services:</u>		
6) Categorical Exclusion Preparation Services	\$ 3,500.00	\$ 3,500.00
7) Utility Coordination Services	\$ 1,200.00	\$ 1,200.00
Subtotal	\$ 4,700.00	\$ 4,700.00
Total	\$ 34,000.00	\$ 36,000.00



Attachment A

For the purpose of this estimate, we assume the following:

- No horizontal or vertical re-alignment of the roadway will be required
- Each bridge will be replaced with a single span pre-cast bridge
- Detours will not be required
- A detailed study will not be required as part of the Categorical exclusion, such as:
 - Wetland Survey
 - Cultural Resources Assessment
 - Biological Study
 - Etc.

The Engineering Design and Construction Plans plans fee was determined based on inclusion of the following sheets:

- Hydraulic Review Plan-profile Sheet
- Title
- Index
- Legend
- Typical Section
- Project Notes
- Summary of Quantities
- Plan-profile/Utility
- General Bridge Elevation
- Erosion Control Plan
- Traffic Control Plan.

While it is not specifically included in this proposal, we are also qualified with the ALDOT for Construction Engineering and Inspection Services, and a proposal for such can be provided upon request.

Thank you again for this opportunity and please let us know if you have any questions or need any additional information.

Sincerely;
Almon Associates, Inc.



Jeremy D. Jones, P.E.
Associate

Attachments: Site location maps, Hourly rate sheet

Attachment B



2012 RATE SCHEDULE
January 1, 2012 through December 31, 2012

<u>Classification</u>	<u>Rate</u>
Principal	\$185.00/hour
Project Manager II	\$165.00/hour
Project Manager I.....	\$130.00/hour
Professional Engineer II	\$120.00/hour
Professional Engineer I.....	\$110.00/hour
Staff Engineer II	\$ 90.00/hour
Staff Engineer I	\$82.00/hour
Engineering Technician III	\$ 80.00/hour
Engineering Technician II	\$ 65.00/hour
Engineering Technician I	\$ 55.00/hour
GIS Specialist	\$ 90.00/hour
Survey Project Manager.....	\$ 140.00/hour
Professional Land Surveyor II	\$100.00/hour
Professional Land Surveyor I.....	\$ 90.00/hour
Field Survey Crew GPS	\$ 165.00/hour
Survey Technician III	\$ 68.00/hour
Survey Technician II	\$ 57.00/hour
Survey Technician I	\$ 40.00/hour
Administration II	\$ 90.00/hour
Administration I	\$ 70.00/hour
Clerical	\$ 55.00/hour

Notes:

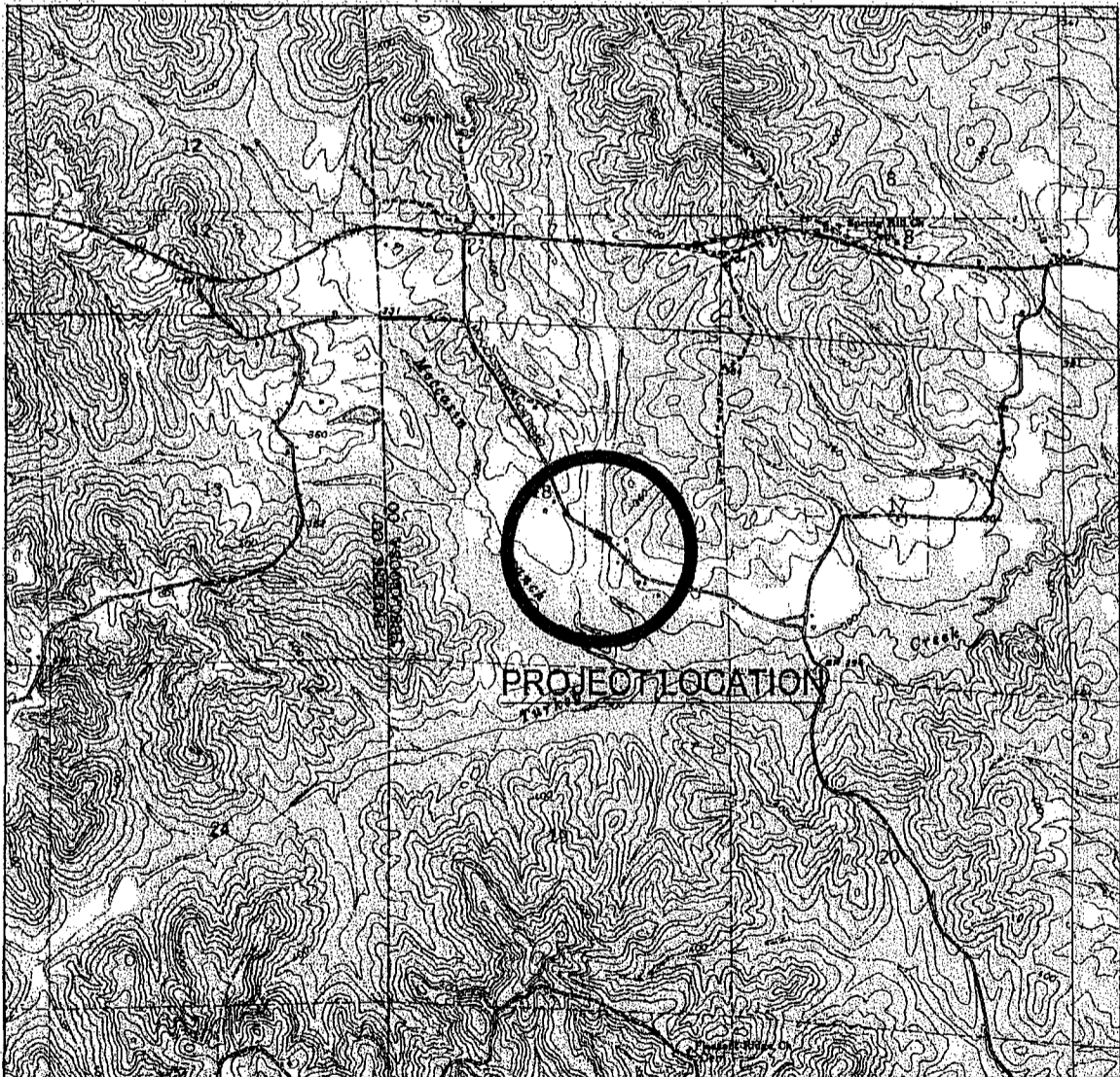
1. Sub-Consultants billed through Almon shall be subject to a 10 percent administration fee.
2. Hourly rates for technicians and survey crew for holidays, weekends, or work over 40 hours per week is 1.5 times the standard unit rates.

Attachment C

TUSCALOOSA COUNTY

ALDOT GENERAL HIGHWAY MAP PROJECT NO. TCP 63-01-12
BRIDGE REPLACEMENT OVER UNNAMED TRIBUTARY ON MOCCASIN BRANCH ROAD
SE 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 12 WEST
LAT. N 33.4863 LONG. W 87.8282
STRUCTURE NO. O CO0092 63 000090Z 00 BIN NO. 011262
SUFFICIENCY RATING 48.1 STATUS 1

SCALE: 2" = 1 MILE



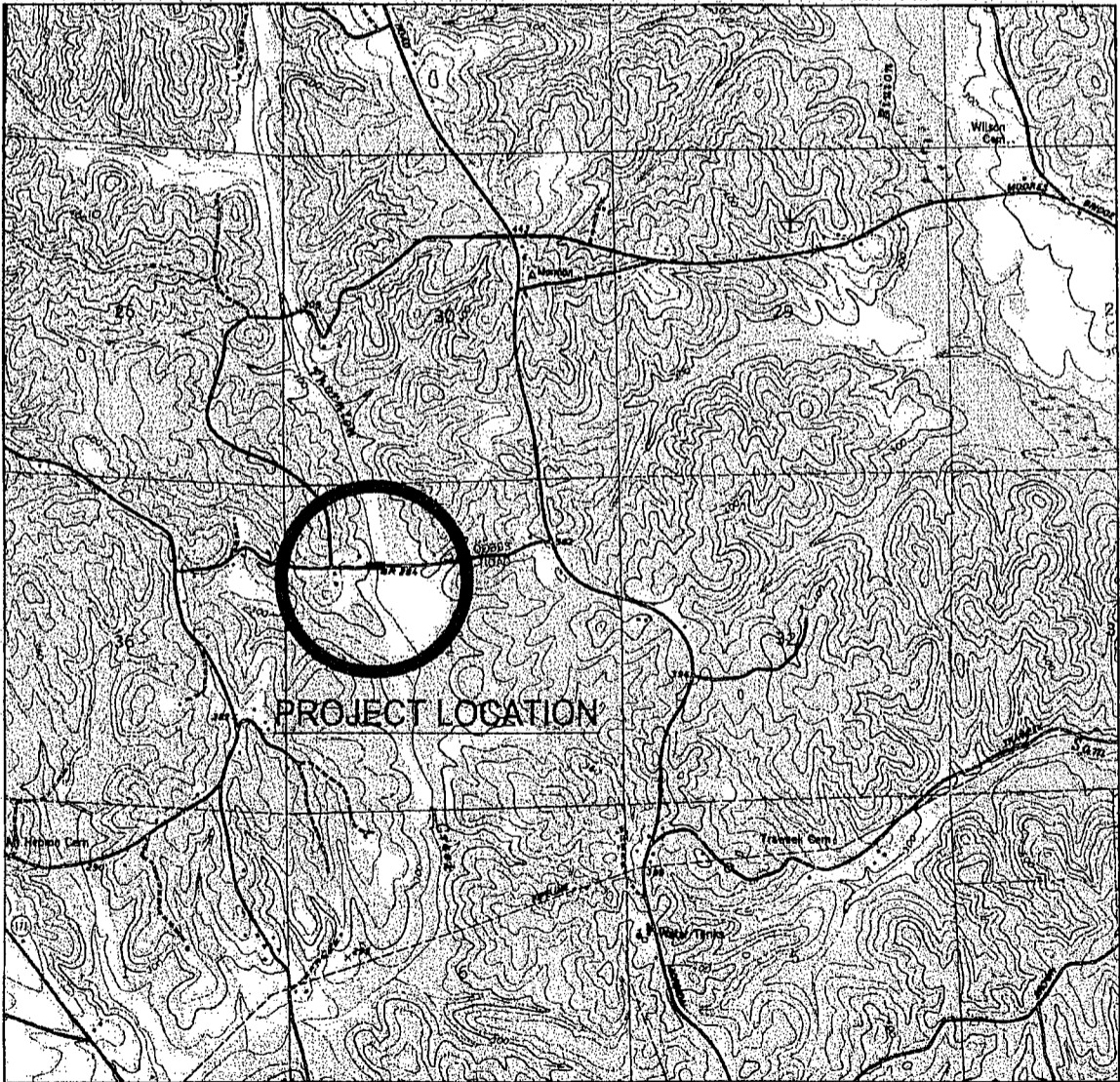
X:\Aard\MOccasin Branch Road\11bridge\Vicinity Map.dwg

Attachment C

TUSCALOOSA COUNTY

ALDOT GENERAL HIGHWAY MAP PROJECT NO. TCP 63-02-12
BRIDGE REPLACEMENT OVER THORNTON CREEK ON DOBBS ROAD
NW 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 11 WEST
LAT. N 33.4431 LONG. W 87.7303
STRUCTURE NO. O CO0160 63 0000235Z 00 BIN NO. 012418
SUFFICIENCY RATING 48.1 STATUS 0

SCALE: 2" = 1 MILE



X:\Asad\2\Doobs Road\Bridge\Vicinity Map.dwg

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

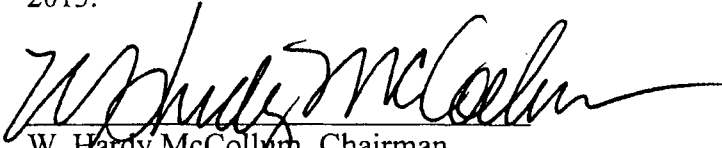
**RESOLUTION ACCEPTING STREETS IN WELLINGTON HALL ESTATES
FIRST SECTOR PHASE 1**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer initially deposited funds sufficient to cover the cost of completing the streets, together with the drainage structures in the streets, within **Wellington Hall Estates First Sector Phase 1**, and that the Engineer recommends accepting the streets for maintenance by Tuscaloosa County and that the remaining construction will be performed by County forces and in accordance with the County specifications.

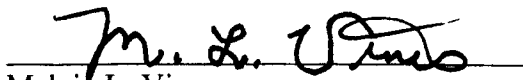
NOW, THEREFORE, BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION:

1. That the County accepts the streets, together with the drainage structures in, and which are a part of, said streets which are located in dedicated street rights-of-way, for maintenance by the Tuscaloosa County Commission. The drainage structures described herein are those structures which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any natural waterway which drains surface water in the area.
2. This resolution shall be effective on the date of the adoption thereof.

Approved at our regularly scheduled meeting on this the 27th day of February, 2013.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

CFM Group LLC

2135 University Blvd
Suite A
Tuscaloosa, AL 35401

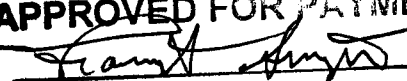
Invoice

Invoice Date:	Invoice #:
2/15/2013	4998

Bill To:
Tuscaloosa County Commission ATTN: Farrington Snipes 2501 7th Street, Suite 300 Tuscaloosa, AL 35401

Project Name:
Holt Senior Center Site Survey Additional Survey Work CDBG: CY-CE-PF-12-024

P.O. Number:	Due Date:	Rep	Account #	Job No:
	2/15/2013	DTE		

Description	Hours/Qty	Rate	Amount
Additional Boundary Survey Work for the Holt Senior Center Reference No.: CY-CE-PF-12-024 <i>APPROVED (COMMISSION): 02/27/13</i> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> APPROVED FOR PAYMENT  DATE <u>02-27-2013</u> FARRINGTON BARNETT SNIPES, JR. </div> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> RECEIVED FEB 19 2013 DEPT OF PLANNING & COMMUNITY DEVELOPMENT </div>		1,770.00	1,770.00

Please include the job number and invoice number with payment. If you have questions, please call Patty or Amy at (205) 752-4037. Thanks.

Total	\$1,770.00
Payments/Credits	\$0.00
Balance Due	\$1,770.00