

PROFESSIONAL SERVICES AGREEMENT
Between
City of Gulf Shores and Skipper Consulting, Inc

This Agreement is made by and between the **City of Gulf Shores, Alabama** (“**Client**”), doing business at Post Office Box 299, Gulf Shores, Alabama 36547 and **Skipper Consulting, Inc.** (“**Consultant**”), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: The Client requires professional traffic engineering services from the Consultant that will be provided in an on-call capacity for the City of Gulf Shores, Alabama. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT “A”

2. CLIENT'S RESPONSIBILITIES: The Client at its expense will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the Client undertake the work outlined in Exhibit “A” as required. Upon determining a need for services by the City, a general description of the required work will be issued to the Consultant. Following receipt of this request for services the Consultant will arrange and participate in a telephone conference to discuss the assignment and the general scope of work required and any anticipated schedules. Following this conference call the Consultant will prepare a scope of work, anticipated fee and schedule and submit same to the City for preparation for issuing a task order. The costs for undertaking each task order issued to the Consultant by the City would be undertaken based on a time and materials basis and shall not exceed **\$100,000.00**. The City of Gulf Shores shall have the right to renew this agree for an additional \$100,000.00 for not more than two times.

For services completed the Client would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Consultant, other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit “A”, the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, 's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of the Client's work. Consultant shall be responsible for coordination of his work with that of the Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to the Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

The Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the 's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR

APPROVED FOR SKIPPER Consulting, Inc.

By: _____

By: 

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: August 15, 2022

Exhibit "A"
Scope of Work
On-call Traffic Engineering Services
Gulf Shores, Alabama

The intent of this scope of services is to provide a summary of the services required of Skipper Consulting, Inc. to perform traffic engineering services, under task orders issued by the City of Gulf Shores, Alabama. It is understood specific traffic engineering services will be required by the City and performed by the Consultant in an on-call capacity.

Upon notification of a need for services, Skipper Consulting, Inc. will provide the City of Gulf Shores with a specific scope of services to be undertaken, establish a budget for the assignment and set a tentative schedule for completion of services. This scope of services will be transmitted to the City of Gulf Shores for their approval of the scope, budget and schedule. The City of Gulf Shores will issue task orders for each assignment requested and provide the Consultant a notice to proceed.

This agreement is intended to provide a summary of services required of the Consultant in providing professional traffic engineering services for the City of Gulf Shores to:

- Assist the City in administering their requirements for performing Traffic Impact Studies (TIS) for development within their city limits; and
- Performing traffic engineering services on an on-call basis as required by the City.

The following discussions summarize specific services to be provide to by the Consultant on behalf of the City.

Review of Traffic Studies Conducted by Consultants – As part of administering Chapter 21, Article IV of the Code of Ordinances of the City, TIS's are required for the development and redevelopment of property is required. These requirements are administered through either the City Planning Department or the office of the City Engineer. The City wishes to employ the Consultant in an on-call capacity to assist them in this process. The Consultant's role in this process will be as defined by the City on a case-by-case basis. Activities that are anticipated to be required of the Consultant will include:

- Participation in telephone and video conferences with City staff to discuss project and anticipated services required on specific projects and developments;
- Participation in telephone, video conferences and meetings with City staff and development teams where the requirements for performing TIS will be discussed (scoping meetings);
- Coordination with City staff and members of developer design teams as required to facilitate the study process as defined by Code of the City of Gulf Shores;
- Conduct a review of TIS documents submitted by developers to the City of Gulf Shores; and
- Provide documentation to the City of Gulf Shores of the findings of the Consultant's review.

The Consultant would expect the City to provide a copy of the study document in electronic format for use in conducting this review. It is expected City will notify the engineer preparing and submitting the TIS that the review will be undertaken by another Consultant.

The intent of this review will be to determine the validity of data collected, ensure the methods and procedures of the City were adhered to in the study, examine the findings of the study to determine if they are reasonable and correct, coordinate the review with the City in preparation of responses to agencies submitting studies for review, and make recommendations to the City of additional data to be collected or analysis to be conducted.

Following the Consultant's review of traffic studies, a telephone conference would be conducted with appropriate City representatives. Following this telephone conference, the Consultant would issue documentation of its findings.

It is anticipated follow-up telephone conferences with City staff as well members of developer's design teams will be required.

Provide General Traffic Engineer Services in an On-call Capacity – In the event to the City of Gulf Shores determines a need for other traffic engineer services the Consultant will provide such services in an on-call capacity. Upon notification of a need for services, Skipper Consulting, Inc. will provide the City with a specific scope of services to be undertaken, establish a budget for the assignment and set a tentative schedule for completion of services. This scope of services will be transmitted to the appropriate City representative for their approval of the scope, budget and schedule as well as a request for authorization to proceed with the assignment.