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 to develop traffic signal design services for the intersection of **Cotton Creek Dr. at Medical Village (New Road)** in 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" on a fixed fee basis for **$12,300.00.**

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.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the Client shall be responsible for all costs

and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code.

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: [signature]
Printed Name:_____	Printed Name: D. Scott Skipper
Title: _____	Title: V.P.
Date: _____	Date: 11/19/21

Exhibit "A"
Cotton Creek Dr.(CR4) at Medical Village (New Road)
Traffic Signal Design Services
Gulf Shores, Alabama

Skipper Consulting, Inc. proposes to provide professional traffic engineering services on behalf of the Client. The project would include development of construction plans for a traffic signal at the intersection of Cotton Creek Dr.(CR4) at Medical Village (New Road) in Gulf Shores, Alabama. The scope of work included in this agreement assumes the City of Gulf Shores will provide the Consultant a survey of the intersection and/or design plans for the intersection with the added new fourth leg. The following summary outlines the tasks required to undertake this assignment:

Traffic Signal Design Services

Traffic signal construction plan development would be undertaken by Skipper Consulting, Inc. for the project intersection and follow the procedures as required by the City. A preliminary design would be developed using base map information provided by the Client or their representative. Data provided on the base map should include, but not be limited to pavement edges and/or curb lines; roadway markings; highway signs; utility poles; overhead utilities; street lighting; underground utilities; right of way; etc. This preliminary design would be submitted to the City for concurrence prior to initiating final plan preparations.

Design efforts for the project will be undertaken using procedures and specifications as established by the City and ALDOT. The traffic signal construction plan assembly shall include:

- Signal phasing and timing.
- Coordination requirements.
- Research applicable City and ALDOT specifications.
- Determine appropriate traffic signal notes.
- Determine equipment and installation details.
- Traffic signal construction control plans.

The plan assembly would include applicable traffic signal notes, signal plan, applicable detail sheets, interconnect methods and details for striping modifications for the signalized intersection,

Traffic Signal Interconnection Requirements

The Consultant, in conjunction with ALDOT will coordinate discussions with the City related to coordination of the proposed signal with the signal system on Alabama Highway 59 since the two are separated by approximately 600 feet. These conversations would include the method of interconnection, coordination requirements (if any) and other related issues. Once the method of interconnect and coordination are determined and agreed upon by the City and ALDOT, the traffic signal construction plans shall include such equipment and materials.