



November 26, 2014

Transmitted via email (jrrouzie@cityoffoley.org)

Jeff Rouzie
Director of Economic Development
City of Foley
407 East Laurel Ave.
Foley, Alabama 36535

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Summerdale, AL 36580
251.989.2177
www.ttlusa.com

**RE: *Proposal for Phase I Environmental Site Assessment Services
Proposed Sports Fields and Event Center
Foley, Baldwin County, Alabama
TTL Proposal No.: P08214055***

Dear Mr. Rouzie:

TTL, Inc. (TTL) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) for the above referenced property. This proposal contains our understanding of the project information, our proposed scope of services, lump sum fee for our services, and our authorization requirements.

PROJECT INFORMATION

TTL representative Mary E. Sullivan was contacted by Mr. Jeff Rouzie with the City of Foley, to request a proposal for Phase I ESA services on the subject property. TTL understands the City of Foley is preparing to begin development of the sports fields, event center and the associated amenities on the subject site. TTL understands a cooperative district will officially be purchasing the property. The area of interest for the Phase I ESA are the areas shown in the attached surveys and an additional nine acres that will be located west of the sports fields. The surveys were provided by Mr. Glen Bilbo of Blue Collar Country (current owner of the subject site).

TTL previously performed a Phase I ESA on the entire Blue Collar Country parcels in 2013 (TTL Project No. 600112022, report dated March 1, 2013) for CDM Smith, civil engineer for the project. According to the previous Phase I ESA report, TTL did not recommend further investigation of the site.

PROPOSED SCOPE OF SERVICES

Phase I Environmental Site Assessment

The proposed Phase I ESA will be performed in general accordance with ASTM Standard E1527 13, "Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The purpose of our services will be to identify conditions indicative of releases or

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threatened releases of hazardous substances as defined in CERCLA Section 101(14) or petroleum products into soils, ground water, or surface water of the subject site/property and to convey a professional opinion regarding whether past or present, on-site and/or off-site activities (recognized environmental conditions) have caused or could potentially cause such a release. In completing the Phase I ESA on this project, TTL will perform the following services:

- An evaluation of the site's physical setting characteristics, including a review of published topographic maps (as they are readily available) and area observations to characterize the site's drainage.
- A review of historical documents, maps, aerial photographs, and land title records to evaluate present and past site/vicinity land uses. These historical resources will be obtained from sources that are considered both readily available and reasonably ascertainable per the ASTM standard. An attempt will be made to fill any identified data gaps and unavoidable failures will be documented in the report prepared by TTL.
- A review of environmental lists published by state, federal, and tribal agencies to assess whether the sites or nearby properties are listed as having present or past environmental problems, are under investigation, or are regulated by state, federal, or tribal environmental regulatory agencies. Federal and state institutional and/or engineering control registries (as they are available) will also be reviewed to determine any Activity or Use Limitations (AULs) for the sites. The ASTM standard requires that a regulatory file review be conducted for the site or any adjoining property that is identified on the environmental lists. ***The costs or time to conduct a regulatory file review are not included in this proposal.***
- If property deeds, land title records, or judicial records pertaining to the subject property are provided by the user, we will review those documents for environmental liens and recorded use limitations in an effort to identify property uses or limitations that would be associated with an above average potential for contamination.
- A walking/driving site and vicinity reconnaissance is a typical element of a Phase I ESA as specified in the E1527-13 Standard, including interviews with the key site manager, site owner, and occupants, to look for obvious indications of present or past activities, such as waste handling, solid waste disposal, hazardous materials usage, waste water treatment, discharge, or disposal, or the presence of underground storage tanks, which have or could have contaminated the site. TTL will require access to all parts of the property.
- Preparation of a report presenting our findings, conclusions and recommendations signed by at least one Environmental Professional, as defined by the ASTM E1527-13 standard. TTL will furnish three bound copies of the final Phase I ESA report upon completion of our work.

By the ASTM standard, this Phase I ESA does not address non-scope considerations such as asbestos, mold, radon, leaded paint, lead in drinking water, wetlands, cultural resources, and endangered species. In addition, this Phase I ESA does not include the sampling or analysis of soils, groundwater, or building materials. Please note also that this Phase I ESA scope does not provide for an in depth review of the past uses of properties surrounding the site and is not performed to determine their compliance with environmental regulations.

Client (USER) Provided Information

Per the ASTM Standard, "the user has specific obligations for completing a successful application of this practice." These obligations are outlined and addressed in the User Questionnaire (see attached).

TTL requests that the following information be provided to us for our review prior to the site visit:

- Permission to access the site from the property owner of record.
- For interview purposes, TTL will require the name and contact information for a person representing the owner who is knowledgeable of the property.
- A legal description of the property.
- Current (and historical) site drawings/survey that shows property boundaries, locations of structures, and other known characteristics about the site.
- Information, if any, regarding known valuation reductions to the property for environmental issues/conditions, liens against the property for environmental impacts or Activity or Use Limitations (AULs) as defined in ASTM 1527-13.
- Copies of any previous environmental reports/studies completed for the site.
- Any specialized knowledge or experience that is material to recognized environmental conditions (RECs) in connection with the property.
- Any commonly known or reasonably ascertainable information about the property that would help TTL to identify conditions indicative of releases or threatened releases. (Examples: past uses of the property, specific chemicals that are present or once were present at the property, etc.).

Summary Chain-of-Title (COT) Information - a summary COT can provide useful information about a site's past usage history by referencing past commercial or industrial ownership. In addition, environmental liens or activities and/or use limitations can be made evident from these documents. ***TTL requests that the client obtain COT documentation for the property dating back to 1940 for our review for TTLs use in completing this assessment.***

Also, please see the attached User Questionnaire, which further outlines the information that you, the User of the Phase I ESA, must provide to TTL (Environmental Professional) in order to meet the requirements for "All Appropriate Inquiry."

SCHEDULE

Mr. Jeff Rouzie of the City of Foley verbally authorized TTL to begin the scope of services on November 25, 2014. TTL understands the property closing is scheduled for late in the week of December 1, 2014. Assuming all project information (completed User Questionnaire) is submitted to TTL by noon on Monday, December 1, 2014, TTL is prepared to submit the report by close-of-business on Wednesday, December 3, 2014.

COMPENSATION

TTL will perform the Phase I ESA scope of work as outlined in this proposal for a lump sum fee of **\$3,400**. If a regulatory file review is needed, TTL will submit a proposal for the additional costs. Should you desire for TTL to secure the summary chain of title, the costs for this service will be billed at our cost + 15%, estimated to be an additional \$500 per parcel. Upon our issuance of the final report for this project, you will receive a single invoice for the amount proposed. The invoice for TTL's services will be submitted for payment.

AUTHORIZATION

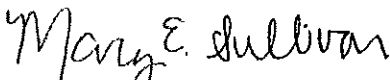
In order to formally authorize our services on this project, please have an authorized representative sign and return the attached Client Project Services Agreement (CPSA) form. The terms and conditions that accompany the CPSA are an integral part of our agreement and will govern our services on this project.

TTL's report of our services will authorize reliance on the document to the City of Foley as our primary client. If another party or parties wishes to obtain reliance on TTL's report, the secondary party or parties must agree to be bound by the same terms and conditions as contained within our contract with our primary client. TTL will issue a reliance letter documenting this agreement with the secondary party or parties for a fee of \$300.00 per secondary party.

We appreciate the opportunity to submit a proposal to provide our services to you on this project. Please contact the undersigned should you have any questions.

Sincerely,

TTL, Inc.



Mary E. Sullivan, P.E.
Project Engineer



Sheryla G. Reeves, P.E.
Principal Engineer

Enclosures:

Maps Provided by Blue Collar Country
User Questionnaire
Client Project Services Agreement

USER QUESTIONNAIRE
(Appendix X3 of the ASTM E 1527-13 Standard)

Phase I Environmental Site Assessment Services
Blue Collar Property
Foley, Baldwin County, Alabama
TTL Proposal No. P08214055

INTRODUCTION

In order to qualify for one of the *Landowner Liability Protections (LLPs)*¹ offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the *Brownfields Amendments*), the *user* must provide the following information (if available) to the *environmental professional*. Failure to provide this information could result in a determination that *All appropriate inquiry* is not complete.

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25)

Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law? *No*

(2.) Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? *No*

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the *user* of this ESA do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business? *No*

(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).

¹ *Landowner Liability Protections, or LLPs, is the term used to describe the three types of potential defense to Superfund liability in EPA's Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability (A Common Elements Guide) issued on March 6, 2003.*

X3.1 In addition, certain information should be collected, if available, and provided to the *environmental professional* selected to conduct the Phase I. This information is intended to assist the *environmental professional* but is not necessarily required to qualify for one of the LLPs. The information includes:

- (a) the reason why the Phase I is required,
- (b) the type of *property* and type of *property* transaction, for example, sale, purchase, exchange, etc.,
- (c) the complete and correct address for the *property* (a map or other documentation showing *property* location and boundaries is helpful),
- (d) the scope of services desired for the Phase I (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice E 1527 are to be considered),
- (e) identification of all parties who will rely on the Phase I report,
- (f) identification of the site contact and how the contact can be reached,
- (g) any special terms and conditions which must be agreed upon by the *environmental professional*, and
- (h) any other knowledge or experience with the *property* that may be pertinent to the *environmental professional* (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the *property* and its environmental condition).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

(5.) Commonly known or reasonably ascertainable information about the *property* (40 CFR 312.30).

Are you aware of commonly known or *reasonably* ascertainable information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*,

(a.) Do you know the past uses of the *property*? *No*

(b.) Do you know of specific chemicals that are present or once were present at the *property*? *No*

(c.) Do you know of spills or other chemical releases that have taken place at the *property*? *No*

(d.) Do you know of any environmental cleanups that have taken place at the *property*? *No*

(6.) The degree of obviousness of the presence of likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the *user* of this ESA, based on your knowledge and experience related to the *property* are there any obvious indicators that point to the presence or likely presence of contamination at the *property*?

Jeff Rouzie, Director of Economic Development
Print Name/Title

Signature

12-1-2014

Date

CLIENT PROJECT SERVICES AGREEMENT

Proposal to Provide Phase I ESA

TTL Proposal Number P08214055

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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 November 26, 2014 ("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

Proposal to Provide Phase I ESA

TTL Proposal Number P08214055

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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 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: City of Foley

Authorized by:

Print name: Jeff Rouzie, Director of Economic Development

Address: 407 East Laurel Avenue

City and state: Foley, Alabama

E-mail address: jrouzie@cityoffoley.org

Date: 12-1-2014

Title:

Telephone no.: 251/943-1545

Fax no.: 251/952-4012

Cell no.:

CONSULTANT

Firm name: TTL, Inc.

Firm address for notifications: 20210 Highway 59 North, Suite 2; Summerdale, Alabama 36580

TTL approval by:

Print name:

Date:

Title: