

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 2/28/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with Garver, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Garver, L.L.C. for Engineering Construction Administration Services for Redstone Gateway Package I and Package J, Project No. 65-13-SP20

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering contract for construction administration services for the Redstone Gateway project. C/A on a Not to Exceed (NTE) Ceiling Price of \$235,000.00. Account No. 05-6500-0811-2038

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathryn Martin

Date: 2/25/13

*LD*  
*revised 3/12/2012*  
*cmw*  
*2-26-13*

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **2/28/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Engineering Construction Admin Services**

Document Name: **Garver-Redstone Gateway Package I and J Project No.**

City Obligation Amount: **\$235,000.00**

Total Project Budget: **\$235,000.00**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0811-2038**

## Procurement Agreements

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
------------------------------	------------------------------

## Grant-Funded Agreements

<b><u>Not Applicable</u></b>	<b>Grant Name:</b>
------------------------------	--------------------

Department	Signature	Date
1) Originating	<i>Lynn Majors</i>	2/25/13
2) Legal	<i>Mary Gates</i>	2/26/13
3) Finance	<i>[Signature]</i>	2/27
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		



**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**REDSTONE GATEWAY PACKAGE I AND PACKAGE J**

**Project I.D Number 65-13-SP20**  
**February 28, 2013**

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: February 28, 2013

## TABLE OF CONTENTS

<u>ARTICLE 1 - ENGAGEMENT OF THE ENGINEER</u> .....	
<u>ARTICLE 2 - OMITTED</u> .....	
<u>ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER</u> .....	
<u>ARTICLE 4 - RESPONSIBILITIES OF OWNER</u> .....	
<u>ARTICLE 5 - PERIOD OF SERVICES</u> .....	
<u>ARTICLE 6 - PAYMENT TO THE ENGINEER</u> .....	
<u>ARTICLE 7 - GENERAL PAYMENT PROCEDURE</u> .....	
<u>ARTICLE 8 - GENERAL CONSIDERATIONS</u> .....	
<u>ARTICLE 9 - INDEMNITY AND INSURANCE</u> .....	
<u>ARTICLE 10 - MISCELLANEOUS PROVISIONS</u> .....	
<u>ATTACHMENT 1 - SCOPE OF SERVICES</u> .....	
<u>ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM</u>	
<u>ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES</u>	
<u>ATTACHMENT 4 - DESIGN REVIEWS</u> .....	
<u>ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE</u> .....	
<u>ATTACHMENT 6 - PROGRESS REPORT</u> .....	
<u>ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER</u> .....	
<u>ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST</u> .....	
<u>ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS</u> .....	
<u>ATTACHMENT 10 -UTILITY PROJECT NOTIFICATION FORM</u> .....	
<u>ATTACHMENT 11 - SAMPLE STANDARD DRAWING FORMAT</u> .....	
<u>ATTACHMENT 12 - ROW SUBMITTAL</u> .....	
<u>ATTACHMENT 13 - U.S. NATIONAL MAP ACCURACY STANDARDS</u> .....	
<u>ATTACHMENT 14 - REAL ESTATE PLAN REQUIREMENTS</u> .....	

**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
CONSTRUCTION ADMINISTRATION SERVICES FOR  
REDSTONE GATEWAY PACKAGE I AND PACKAGE J**

**Project I.D Number 65-13-SP20**

THIS AGREEMENT made as of the 28th day of February in the year 2013, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called GARVER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF GARVER**

The OWNER hereby engages GARVER, and GARVER hereby accepts the engagement to provide Construction Administration services as a representative of the OWNER to include the following:

- 1.1 Professional engineering, surveying, construction observation, and administrative personnel and services for construction administration of Redstone Gateway Package I and Package J, as further described in ARTICLES 2 and 3, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, GARVER represents to the OWNER that GARVER is a professional firm qualified to provide the services proposed and is licensed and certified to practice engineering and land surveying by all public entities having jurisdiction over the practice of engineering and surveying and the PROJECT. GARVER further represents to the OWNER that GARVER will maintain all necessary licenses, certifications, permits or other authorizations necessary to perform its duties hereunder. GARVER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by GARVER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. GARVER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by GARVER in connection with the PROJECT.
- 1.3 Execution of this Agreement by GARVER constitutes a representation that GARVER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. GARVER agrees to provide all necessary services required to professionally accomplish GARVER's defined scope of services.

**ARTICLE 2 – DESIGN SERVICES**

**OMITTED**

### **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES**

- 3.1** GARVER shall provide to OWNER, professional services for activities that occur during construction of the PROJECT. These services shall include, but not be limited to, consultation and advise, engineering support, surveying support, construction observation, and permit support.
- 3.2** GARVER shall monitor erosion and sedimentation controls of the construction contractor and shall provide NPDES qualified credentialed inspectors to assure maintenance of the NPDES permit in accordance with regulatory requirements.
- 3.3** GARVER shall provide surveying services as required to confirm contractor has met finished grade specifications, as required to measure earthwork allowances, to establish project control points, and to provide as-built location information.
- 3.4** GARVER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.5** GARVER shall represent the OWNER during construction and shall act on behalf of the OWNER only to the extent provided herein. GARVER shall be an OWNER'S representative during construction of the PROJECT, shall consult with and advise the OWNER, and shall be the OWNER's representative in dealing with the construction contractor.
- 3.6** GARVER shall attend pre-construction meetings, assist in preparing monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors. GARVER shall provide site inspection to the extent necessary to ensure construction is in conformance with the contract documents including design drawings, approved shop drawings, approved change orders, and specifications. GARVER shall assist in resolving the contractor's questions concerning interpretation of the construction documents and act as an OWNERS representative in disputes and on claims.
- 3.7** GARVER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall recommend, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
- 3.8** The recommendation for approval of a Request for Payment by GARVER is an express warranty to the OWNER that GARVER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work GARVER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 3.9** GARVER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. GARVER shall act as the OWNER's advisor on claims. GARVER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the work with reasonable promptness on request of the contractor.
- 3.10** GARVER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in GARVER's opinion, it is necessary or advisable, GARVER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
- 3.11** The OWNER has retained the services of the design engineer of record for approval of shop drawings and technical submittals. GARVER shall coordinate the submittal process, submittal review and approval, and take appropriate action to assure that contractor submittals have been reviewed and approved by the appropriate parties. Such action shall be taken with reasonable promptness so as to cause no delay to the

contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

- 3.12** GARVER shall promptly review and approve, or take other appropriate action on proposed "equal materials or equipment." GARVER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.
- 3.13** GARVER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. GARVER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.
- 3.14** GARVER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. GARVER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. GARVER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. GARVER shall promptly identify and initiate the preparation of required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.
- 3.15** GARVER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.16** GARVER shall at all times have access to the work wherever it is located. GARVER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.
- 3.17** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, GARVER shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

GARVER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

GARVER shall provide additional services not included in Article 3 above if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 6. Such services may include providing expert witness services and other services arising out of claims; preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of GARVER either in whole or in part; and other similar services.

#### **ARTICLE 4 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to GARVER, will perform the following in a timely manner so as not to delay the services of GARVER:

- 4.1** Assist GARVER by placing at GARVER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 4.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, contracts, drawings and specifications required in the performance of GARVER'S work.

- 4.3 Assist GARVER as necessary in acquiring access to and making all provisions for GARVER to enter upon public and private lands as required for GARVER to perform the work under this agreement.
- 4.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by GARVER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of GARVER.
- 4.5 When requested by GARVER, the OWNER will intercede on GARVER's behalf when data from, or reviewed by third parties is not on schedule through no fault of GARVER
- 4.6 The OWNER's review of any documents prepared by GARVER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve GARVER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 5 - PERIOD OF SERVICES**

- 5.1 GARVER shall commence services pursuant to this agreement as of March 1, 2013. The final completion date for the completion of construction administration services shall be October 1, 2013, as outlined in Article 3.

## **ARTICLE 6 - PAYMENT TO GARVER**

### **6.1 BASIC SERVICES**

The OWNER shall compensate GARVER for services rendered pursuant to this Agreement a Not to Exceed (NTE) Ceiling Price of TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$235,000.00) for construction administration services described in Article 3.

### **6.2 NOT TO EXCEED (NTE) CEILING PRICE**

The OWNER will not be obligated to pay GARVER any amount in excess of the NTE ceiling price of \$235,000.00, and GARVER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth, unless and until the OWNER notifies GARVER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price Increase will be done by a written change order to the contract issued by the OWNER that will not require GARVER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by GARVER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### **6.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and GARVER and a properly executed copy is mailed to GARVER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and GARVER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to GARVER and GARVER will not be obligated to perform any work under said CONTRACT.

## PAYMENT SUMMARY

Construction Administration Services –  
Not to Exceed (NTE) Ceiling Price of \$235,000.00

**TOTAL CONTRACT AMOUNT:** \$235,000.00

## ARTICLE 7 - GENERAL PAYMENT PROCEDURE

### **7.1 INVOICES**

**7.1.1** GARVER shall submit monthly invoices to the Administrative Officer, Engineering Division, for the basic services described under Articles 2 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Monthly progress reports shall be submitted monthly even if no request for payment is made.

**7.1.2** The signature of GARVER on the invoice shall constitute GARVER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of GARVER covered by prior invoices have been paid in full, and that, to the best of GARVER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to GARVER the payment of any portion thereof should be withheld. Submission of GARVER's invoice for final payment and reimbursement shall further constitute GARVER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of GARVER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full.

### **7.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 3 within 60 days of receipt of valid invoice.

### **7.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of GARVER, provided pursuant to Article 7.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to GARVER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by GARVER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to GARVER.

### **7.4 REIMBURSABLE EXPENSES**

**7.4.1** In addition to the requirements set forth in 7.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**7.4.2** GARVER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

**7.5 W-9 TAXPAYER FORM**

All firms are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

**ARTICLE 8 - GENERAL CONSIDERATIONS**

**8.1 GENERAL**

OWNER and GARVER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

**8.2 SUB-CONTRACTED SPECIALIZED SERVICES**

GARVER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, GARVER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by GARVER to provide services with respect to the PROJECT. Expenses payable to GARVER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

**8.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by GARVER and/or sub-consultant(s) for the PROJECT. GARVER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

**8.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of GARVER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

**8.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, GARVER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of GARVER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

## **8.6 CHANGES**

- 8.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in GARVER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, GARVER must assert any claim for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.
- 8.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 5 may be renegotiated by the OWNER and GARVER.

## **8.7 GARVER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by GARVER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by GARVER. GARVER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If GARVER receives notification of a dispute or of pending or commencement of litigation during this five-year period, GARVER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. GARVER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy GARVER's records at the OWNER's reasonable expense.

## **8.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of GARVER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of GARVER. GARVER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of GARVER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. GARVER shall be permitted to retain copies thereof for its records. GARVER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by GARVER will be at OWNER's sole risk and without liability or legal exposure to GARVER, and OWNER shall indemnify and hold harmless GARVER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## **8.9 ESTIMATE OF CONSTRUCTION COST**

Since GARVER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, GARVER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

## **8.10 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

## **8.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to GARVER. In the event of such a termination without cause, GARVER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, GARVER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 7.1.

# **ARTICLE 9 - INDEMNITY AND INSURANCE**

## **9.1 INSURANCE**

GARVER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. GARVER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by GARVER, their agents, representatives, employees or subcontractor.

## **9.2 MINIMUM SCOPE OF INSURANCE:**

### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs GARVERs Protective Insurance.

### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**9.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**9.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

GARVER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**9.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**9.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and GARVER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**9.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR GARVER:**

GARVER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 9.

**9.8 HOLD HARMLESS AGREEMENT:**

**A. Other Than Professional Liability Exposures:**

GARVER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of GARVER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**B. Professional Liability:**

GARVER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of GARVER or GARVER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor GARVER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, GARVER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If GARVER has reason to believe the use of a required design, process or product is an infringement of a patent, GARVER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 10- MISCELLANEOUS PROVISIONS**

### **10.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **10.2 INTENT AND INTERPRETATION**

**10.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by GARVER.

**10.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**10.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**10.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**10.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**10.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **10.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. GARVER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **10.4 SUCCESSORS AND ASSIGNS**

GARVER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and GARVER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be

construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and GARVER.

#### **10.5 THIRD-PARTY BENEFICIARIES**

L.W. Redstone, LLC and the United States of America through the Secretary of Department of the Army (Army) are considered to be third party beneficiaries to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than L. W. Redstone, LLC and the Army against the OWNER or the PROJECT MANAGER.

#### **10.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to GARVER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by GARVER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by GARVER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 10.6 shall survive the expiration of this Agreement.

#### **10.7 SUBCONTRACT REQUIREMENTS**

GARVER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **10.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **10.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by GARVER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of GARVER's obligations.

#### **10.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

**10.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

**10.12 ETHICS**

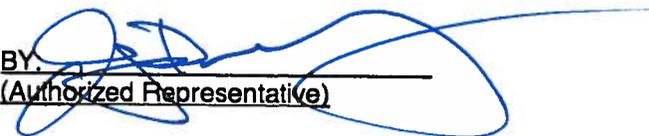
GARVER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. GARVER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. GARVER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of GARVER, OWNER or PROJECT in which GARVER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which GARVER or in which any consultant, trade contractor, subcontractor, or supplier of GARVER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, GARVER and GARVER'S subconsultants shall not offer services to the OWNER'S contractor.

**10.13 E-VERIFY – NOTICE**

GARVER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If GARVER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. GARVER shall include specific written notice in all requests for bids or proposals prepared by GARVER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. §1324a, Garver, L.L.C. hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Garver, L.L.C. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

\_\_\_\_\_  
Garver, L.L.C.  
(Company)

BY:   
\_\_\_\_\_  
(Authorized Representative)

**10.14 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and GARVER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and GARVER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:  
CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**GARVER, L.L.C.**

BY: \_\_\_\_\_  
Jerry D. McCarley

TITLE: \_\_\_\_\_  
Regional Office Administrator

ATTEST: \_\_\_\_\_  
Lameka Carter

Given under my hand this 26<sup>th</sup> day

Of February, 2013.

\_\_\_\_\_  
Mandy D. Hollingsworth  
Notary Public

My commission expires 3-28-15

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**(Refer to letter dated February 26, 2013, from Jerry McCarley to Kathy Martin and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

February 26, 2013

*[Handwritten signature]*  
Ms. Kathy Martin, P.E.  
Director of Engineering  
City of Huntsville  
P.O. Box 308  
Huntsville, Alabama 35804

Re: Professional Engineering, Land Surveying, Construction Observation, and Stormwater Monitoring Services for Redstone Gateway Construction Activities.

Dear Mrs. Martin:

We (Garver, LLC) are pleased to make this proposal to provide our services to assist the City of Huntsville Engineering Department with the above referenced work. We understand the scope of work will include providing our personnel to perform construction observation services, land surveying and engineering services as well as ADEM required storm-water monitoring and reporting. The attached exhibit B identifies the personnel to be assigned to this project as well as the associated estimated man-hours for each.

We propose to provide these services on a time-and-materials basis with a cumulative fee not to exceed \$235,000.00. Our 2013 hourly rate schedule is attached as Exhibit A. These rates will remain constant during this contract timeline.

Reimbursable expenses may include but are not limited to, printing and courier service. We do not plan to utilize any sub-contractors during this project. We anticipate this project being completed by October 1<sup>st</sup>, 2013. However, due to the uncertainty of the actual amount of work load for this proposal, the length of this contract (calendar days) will be dependent on the actual amount of work requested by the City of Huntsville.

Please feel free to contact me if you have any questions regarding this proposal or need any additional information. We appreciate this opportunity and we look forward to assisting the City of Huntsville on this project.

Sincerely,

**GARVER, LLC**

*[Handwritten signature]*  
Jerry D. McCarley, PLS  
Vice President

Enclosures: 1. Hourly Rate Schedule (Appendix A)  
2. Fee Estimate (Appendix B)

*[Handwritten notes]*  
RJA  
CJ  
2-26-13

## APPENDIX A

### Garver, LLC 2013 Hourly Rate Schedule

Classification	2013 Rates
<b>Engineers</b>	
E-6	\$208.00
E-5	\$171.00
E-4	\$136.00
E-3	\$119.00
E-2	\$108.00
E-1	\$ 88.00
<b>Architect / Landscape Architect</b>	
A-4	\$139.00
A-3	\$124.00
<b>Planners</b>	
P-2	\$128.00
P-1	\$107.00
<b>Designers</b>	
D-2	\$ 104.00
D-1	\$ 80.00
<b>Technicians</b>	
T-2	\$ 84.00
T-1	\$ 74.00
<b>Surveyors</b>	
S-5	\$108.00
S-4	\$ 87.00
S-3	\$ 65.00
S-2	\$ 50.00
S-1	\$ 40.00
1-Man Crew (GPS/Robotics)	\$129.00
2-Man Crew (Survey)	\$155.00
3-Man Crew (Survey)	\$192.00
2-Man Crew (GPS Survey)	\$173.00
3-Man Crew (GPS Survey)	\$208.00
<b>Construction Observation</b>	
C-3	\$146.00
C-2	\$ 104.00
C-1	\$ 80.00
<b>Administration</b>	
X-3	\$ 80.00
X-2	\$ 60.00
X-1	\$ 46.00
<b>Intern</b>	
I-1	\$ 46.00

## APPENDIX B

**CITY OF HUNTSVILLE  
REDSTONE GATEWAY PROJECT  
PROFESSIONAL SERVICES  
FEE ESTIMATE**

<u>Description</u>	<u>Estimated Manhours</u>	<u>Bill Rate (\$/hr)</u>	<u>Estimated Fee</u>
Project Engineer 35 weeks x 8 hours per week. Dana Pollock, PE	280	\$119	\$ 33,320.00
FULL-TIME Construction Observer, 35 weeks x 40 hours per week. Jimmy Parton and/or Bob Hood	1400	\$104	\$ 145,600.00
Professional Land Surveyor, PLS, 40 weeks x 2.0 hours per week.	80	\$108	\$ 8,640.00
2-Man GPS Survey Crew, 35 weeks x 5 hours per week.	175	\$173	\$ 30,275.00
Land Survey Technician, 35 weeks x 5 hours per week.	175	\$ 84	\$ 14,700.00
<b>TOTAL FEE ESTIMATE</b>	<b>2110</b>		<b>\$ 232,535.00</b>

Construction Period (approx.) = 8 months (35 weeks)

**ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>136653 - AL</u> <u>01-0733400 - EIN</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

710309583  
AL TAX ID

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): Regional Office Administrator  
 Type or legibly write name: JERRY D McCARLEY Date: 4/6/12

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**OMITTED (N/A TO THIS CONTRACT)**

**ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**

**APPENDIX C**  
**Garver, LLC**  
**Hourly Rate Schedule**  
Valid Until December 31, 2013

<b>Classification</b>		<b>Rates</b>
<b>Engineers</b>	E-6	208.00
	E-5	171.00
	E-4	136.00
	E-3	119.00
	E-2	108.00
	E-1	88.00
<b>Architect / Landscape Architect</b>	A-4	139.00
	A-3	124.00
<b>Planners</b>	P-2	128.00
	P-1	107.00
<b>Designers</b>	D-2	104.00
	D-1	80.00
<b>Technicians</b>	T-2	84.00
	T-1	74.00
<b>Surveyors</b>	S-5	108.00
	S-4	87.00
	S-3	65.00
	S-2	50.00
	S-1	40.00
	1-Man Crew (Survey)	129.00
	2-Man Crew (Survey)	155.00
	3-Man Crew (Survey)	192.00
	2-Man Crew (GPS Survey)	173.00
	3-Man Crew (GPS Survey)	208.00
<b>Construction Observation</b>	C-3	146.00
	C-2	104.00
	C-1	80.00
<b>Administration</b>	X-3	80.00
	X-2	60.00
	X-1	46.00
<b>Intern</b>	I-1	46.00

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

**OMITTED (N/A TO THIS CONTRACT)**

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY GARVER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	N/A	
	<b>SUB-TOTAL</b>	
	<b>5% Administrative Fee</b>	
	<b>TOTAL</b>	

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	OWNER	So as to not delay the services of GARVER.	2	Article 4.1, 4.2
Notification of delays.	GARVER; OWNER	Promptly	4	Article 5.1
GARVER's monthly invoices.	OWNER	Monthly	4	Article 7.1.1
Consultant progress report.	OWNER	Monthly	4	Article 7.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 8.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 8.4
Termination notification.	OWNER or GARVER	7 days prior to termination.	2	Article 8.10 & 8.11
Certificate of Insurance for GARVER.	OWNER	At 0% design conference	1	Article 9.2(B), 9.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 9.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 9.7

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and GARVER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping". <http://140.194.76.129/publications/engineering-manuals/em1110-1-1000/toc.htm>

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

**OMITTED (N/A TO THIS CONTRACT)**



**ATTACHMENT 12**  
**SAMPLE**

**OMITTED (N/A TO THIS CONTRACT)**

## ATTACHMENT 13

### United States National Map Accuracy Standards

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

**ATTACHMENT 14**

**OMITTED (N/A TO THIS CONTRACT)**

---