

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 5/9/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Skipper Consulting, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Skipper Consulting, Inc. for Traffic Analysis for At-Grade Improvements at Rideout Road South of I-565, Project No. 65-13-SP28

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.

Traffic engineering study of the Rideout Road/I-565 interchange for at-grade improvements inside the denied access area of I-565. Improvements are part of the City's ongoing commitment to the Redstone Gateway project. Contract on a time and materials basis Not to Exceed (NTE) Price of \$28,726.00. Account No. 05-6500-0811-2040

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathryn

Date: 4/30/13

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **5/9/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Traffic Engineering Study**

Document Name: **Skipper-Rideout Road Improvements Project No. 65-13-SP28**

City Obligation Amount: **\$28,726.00**

Total Project Budget: **\$28,726.00**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0811-2040**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>Lynn Majors</i>	5/11/13
2) Legal	<i>Danny C. Curtis</i>	5/2/13
3) Finance	<i>[Signature]</i>	5/3/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Skipper Consulting, Inc. in the amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$28,726.00) for Engineering Services for Rideout Road At-Grade Concept, Project No. 65-13-SP28, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Skipper Consulting, Inc. for Engineering Services for Rideout Road At-Grade Concept, Project No. 65-13-SP28" consisting of a total of sixteen (16) pages plus twenty-two (22) additional pages consisting of Attachments 1-15, and the date of May 9, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 9th day of May, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 9th day of May, 2013.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SKIPPER CONSULTING, INC.
FOR
ENGINEERING SERVICES FOR
RIDEOUT ROAD AT-GRADE CONCEPT**

PROJECT NO. 65-13-SP28

Date: May 9, 2013

**President of the City Council of the City of
Huntsville, AL
Date: May 9, 2013**

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**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SKIPPER CONSULTING, INC.
FOR
RIDEOUT ROAD AT-GRADE CONCEPT
PROJECT NO. 65-13-SP28**

THIS AGREEMENT made as of the 9th day of May in the year 2013, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SKIPPER CONSULTING, INC., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional engineering services for traffic signal modeling and optimization, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER 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. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT sites and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

ARTICLE 2 - SERVICES OF THE ENGINEER

- 2.1 ENGINEER shall provide for OWNER professional engineering services for at-grade improvements inside the denied access of I-565 along Rideout Road.
- 2.2 These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

- 2.3 OMITTED
- 2.4 OMITTED
- 2.5 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6 The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 2. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from the OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7 OMITTED
- 2.8 OMITTED
- 2.9 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.10 OMITTED
- 2.11 OMITTED
- 2.12 OMITTED
- 2.13 OMITTED
- 2.14 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm 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
- 2.15 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER has read the Agreement, by and between City of Huntsville and Skipper Consulting, Inc., dated May 9, 2013. The ENGINEER agrees the scope of work he is proposing in this agreement between ENGINEER and OWNER includes all commitments for engineering services made in the aforementioned agreement unless specific exceptions have been identified in his proposal.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER

OMITTED

ARTICLE 4 – ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall

provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 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 the ENGINEER, either in whole or in part.
- 4.3 OMITTED
- 4.4 OMITTED
- 4.5 OMITTED
- 4.6 OMITTED
- 4.7 OMITTED

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 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, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 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 the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determined appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER.
- 5.6 The OWNER's review of any documents prepared by the ENGINEER 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 the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of May 10, 2013. The final completion date for the completion of engineering services shall be August 8, 2013, as outlined in Article 2.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of time and materials not to exceed TWENTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$28,726.00), for engineering services described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 4 attached herewith. ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided.

7.2 REIMBURSABLE EXPENSES - OMITTED

7.3 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the Contractor any amount in excess of the NTE ceiling price as per Attachment "1", and the Contractor shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the Contractor 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. 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 the Contractor 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.

PAYMENT SUMMARY

Engineering Services – Not to Exceed	\$28,726.00
TOTAL CONTRACT AMOUNT:	<u>\$28,726.00</u>

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the engineering of the PROJECT. Invoices must include the City of Huntsville project name, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER'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 here, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoices, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, will be paid in full.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2, and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2 are wholly or partially inaccurate, the OWNER may withhold payments of sums then or in the future otherwise due to the ENGINEER until the inaccuracy in and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason do disclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

OMITTED

8.5 W-9 TAXPAYER FORM

All ENGINEERING 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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER 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.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER 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, the ENGINEER 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 "6" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Subcontracted services are limited to no more than 5% administration expense payable to the ENGINEER.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER 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-.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.

9.4 CLARIFICATION OF WORK

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

9.5 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, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

9.6 CHANGES

9.6.1 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 ENGINEER'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, ENGINEER must assert any claim of ENGINEER for adjustment in writing within thirty (30) days from the date of receipt unless OWNER grants a further period of time.

9.6.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if EPA issues regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER 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 the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER 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 the ENGINEER's records at the OWNER's reasonable expense.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, or things prepared by or on behalf of the ENGINEER 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 the ENGINEER. The ENGINEER 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 prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER'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 adaption by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's 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.

9.9 ESTIMATE OF CONSTRUCTION COST

OMITTED

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER 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. The ENGINEER 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 the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 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 ENGINEERS 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.

10.3 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

10.4 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:

The ENGINEER 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.

10.5 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.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER 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 unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. 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.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER 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 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Other Than Professional Liability Exposures:

The ENGINEER, 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 the ENGINEER 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:

The ENGINEER 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 the ENGINEER or the ENGINEER'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 the ENGINEER 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, the ENGINEER 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 the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

11.2.1 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 the ENGINEER.

11.2.2 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.

11.2.3 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.

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

11.2.5 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.

11.2.6 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.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER 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.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER 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 the ENGINEER, 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 ENGINEER.

11.5 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.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER 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 the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER 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 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER 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.

11.8 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.

11.9 STRICT COMPLIANCE

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

11.10 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.

11.11 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.

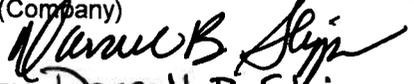
11.12 ETHICS

The ENGINEER 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. The ENGINEER 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. The ENGINEER 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 the ENGINEER, OWNER or PROJECT in which the ENGINEER 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 the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

11.13 E-VERIFY – NOTICE

The ENGINEER 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 the ENGINEER 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. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER 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, Skipper Consulting, Inc. 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, Skipper Consulting, Inc. 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.

Skipper Consulting, Inc.
(Company)

BY: Darrell B. Skipper
(Authorized Representative)

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER 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 ENGINEER.

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: _____

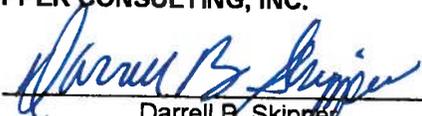
Given under my hand this _____ day

Of _____, 2013.

Notary Public

My commission expires _____

**ENGINEER:
SKIPPER CONSULTING, INC.**

BY: 
Darrell B. Skipper

TITLE: Vice President

ATTEST: 

Given under my hand this 1 day

Of May, 2013.


Notary Public

My commission expires April, 2016

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated February 11, 2013, from Darrell Skipper to Shane Davis and attachments).



3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

February 11, 2013

Mr. Shane Davis
City Engineer
City of Huntsville Alabama
320 Fountain Circle
Huntsville, Alabama 35801

Attention: Ron Adams, PE

Subject: Man-day and Fee Proposal for Rideout Road At-Grade Concept

Dear Mr. Davis:

Skipper Consulting Inc. is pleased to present this proposal to the City of Huntsville to assist in preparing responses to the Alabama Department of Transportation and the Federal Highway Administration requests for analysis that will assist them in a request by the City to construct at-grade improvements inside the denied access of I-565 along Rideout Road. Skipper Consulting Inc. has developed the attached scope of services and a man-day and fee proposal for the subject project for your review and contracting purposes. The total amount of the proposal is **\$ 28,726.00** to complete the attached scope of work on this project. In addition to the scope of work, we have also included letters of proposal for each of the two sub-contractors that will be working for us.

I hope these documents will supply you the essential information you need. If you have any questions or need additional information, please let me know. Skipper Consulting Inc. is thankful for the opportunity to assist you with this important project.

Sincerely,


Darrell B. Skipper, PE
Skipper Consulting, Inc.

SCOPE OF WORK
Traffic Analysis for At-Grade Improvements
Rideout Road South of I-565
Huntsville, Alabama

The Consultant proposes to undertake all data collection, analysis, documentation, and project administration required to provide analysis and documentation required by ALDOT and the FHWA for them to reach a decision on a request by the City to modify Rideout Road within the denied access limits of I-565 in Huntsville, Alabama. It is understood from discussions with the Alabama Department of Transportation and the Federal Highway Administration that the study would include items outlined in a meeting of December 17th, 2012 (summary of requirements included in item 9.a.i, ii and iii - attached).

Task A – Preliminary Corridor Investigation. The Consultant shall commence the project by reviewing past study efforts conducted within the project area. The purpose of this investigation will be to determine those previous work efforts that are relevant and can be drawn upon to address both the ALDOT and FHWA questions. Data collection shall include updated traffic counts and shall be performed as follows:

Intersection Turning Movement Traffic Counts (Weekday, 7-9 AM, 4-6 PM)

Rideout Road at the Redstone Arsenal Visitor's Center/ Goss Road

Machine Tube Traffic Counts (Weekday, 24 hour)

- Rideout Road south of Interstate 565 (northbound)
- Rideout Road south of Interstate 565 (southbound)

Additionally, the Consultant will conduct telephone conference with representatives of the City, EUL and Redstone to determine current levels of development related to the Gateway development and BRAC. A comparison between traffic count data collected in January 2011 and the traffic counts conducted for existing conditions will be undertaken to ensure the 2011 traffic count data is valid. If there is a significant differential, 2011 traffic count data will be forecast to reflect current conditions.

Utilizing the current traffic count data for the I-565 interchange with Rideout Road as well as previous study efforts, the Consultant will establish a direction of approach (origin/destination) assessment for traffic entering Redstone as well as the EUL. A graphic which represents this finding will be developed and provided to the City for review and concurrence.

It is anticipated a meeting will be required in Huntsville with City, Arsenal and ALDOT representatives to discuss the study findings to date and establish a schedule for completion of study efforts.

Task B – Alternative Upgrading Studies. To provide responses to questions raised by FHWA as part of their review of the at-grade improvements on Rideout Road at I-565, the Consultant will be required to undertake the following:

- Forecast opening day traffic on the study area roadway segments and intersection. Opening day is defined as those conditions that would exist upon completion of the at-grade improvements (traffic volumes for today's conditions plus any development that is anticipated in the EUL development that would open and be occupied during the timeframe).
- Forecast the traffic expected to be generated by the buildout of the EUL development and the various BRAC commands on Redstone Arsenal.
- Forecast traffic expected to be present on the study area roadways and intersection for 2033 conditions

Traffic forecasts would be submitted to the City of Huntsville for review and comment as appropriate. The data provided by the Consultant would be provided in graphic format with text support documentation.

Task C – Engineering Analysis on Selected Alternative. The Consultant shall perform all required analysis to prepare responses to ALDOT and FHWA comments related to the operations of the at-grade improvement on Rideout Road south of I-565. This shall include the following:

- An analysis of opening day conditions (scheduled completion of at-grade improvements plus 2012 traffic volumes); and
- An analysis of 20 year forecast conditions within the study area with EUL and BRAC traffic volumes added.

The analysis would include ramp junctions, weaves and intersections on Rideout Road south of its interchange with I-565.

Documentation and Meeting. Following the completion of analysis, the Consultant shall assemble a technical memorandum which documents the study process. A draft shall be submitted to the City and Alabama Department of Transportation for review. Following receipt of comments from the Alabama Department of Transportation, the Consultant shall submit a copy of the technical memorandum to the Federal Highway Administration through the Alabama Department of Transportation for review. It is anticipated one (1) meeting will be required during the review process with either ALDOT or FHWA representatives.

Additional meetings will be undertaken at the direction of the City and considered as added services. Added services will be paid based on the hourly rate schedule outlined in the attached man-day and cost estimate provided by the Consultant.

SKIPPER Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

Meeting Notes

Project: Interchange Modification Study (IMS)
I-565/Research Park Boulevard (SR 255)/Rideout Road
Huntsville, Alabama

Date: December 17, 2012

Location: ALDOT Montgomery, Conference Room 4

Distribution/Those Present:

Mark Bartlett	FHWA
Rick Joki	FHWA
William Adams	ALDOT
Brian Ingram	ALDOT
Taylor Stoudenmire	ALDOT
Chris McNeese	City of Huntsville
Darrell Skipper	Skipper Consulting Inc.
Richard Caudle	Skipper Consulting, Inc.
Mike Bannon	Jim Wilson & Associates

Notes submitted by: Richard L. Caudle, P.E.

1. **Purpose of meeting:** The purpose of this meeting is to review the comments made by FHWA regarding the latest revision to Interchange Modification Study for I-565 at Research Park Boulevard/Rideout Road.
2. Mr. Bartlett stated that a recent FHWA of the IMS document generated three concerns which need to be addressed in the document:
 - a. Analysis of the interaction of the adjacent interchanges on I-565 with the existing interchange and proposed improvements, particularly related to the change in access points to I-565 at Research Park Boulevard/Rideout Road and traffic increases due to the EUI, Redstone Gateway project.

- b. The location of driveways to the EUL Redstone Gateway project between the ramp termini and Goss Road intersection and how the lanes uses coming off the individual ramps from I-565 relate to the lane uses at these driveways, setting up possible weaving situations which could be avoided.
 - c. The order of ramps "A" and "E" exiting I-565 westbound on Alternative "B" is not in the order of typical driver expectation.
3. In addition to these comments, other concerns raised by Mr. Bartlett during the course of the meeting which were discussed included:
 - a. The interaction of the queue from Redstone Arsenal Gate #9 to the ramp termini
 - b. The possibility of correcting existing and projected operational problems caused by the proximity of the interchange of Research Park Boulevard/Old Madison Pike.
4. Darrell Skipper discussed a brief history of the IMS project which lead to the current meeting. This discussion centered on lane improvements to Rideout Road which were recommended to mitigate the impacts of the EUL Redstone Gateway development. The improvements were depicted on an 11"x17" drawing dated May, 2010 prepared by Skipper Consulting. The improvements which resulted in the need to perform an IMS were the addition of one northbound lane on Rideout Road and two southbound lanes on Rideout Road. These improvements call for work within the Denied Access (DA) limits of the interchange of I-565/Research Park Boulevard/Rideout Road.
5. The group discussed details related to the interaction of the existing interchanges on I-565 east and west of the interchange of I-565/Research Park Boulevard.
 - a. To the west, the adjacent interchange is I-565/Madison Boulevard/Governors Drive.
 - i. In the eastbound direction, I-565 is four lanes wide and the on ramp adds a fifth lane to I-565. This fifth lane is a forced exit to Research Park Boulevard/Rideout Road. The next lane is an option through/exit lane. A weave situation exists which needs to be analyzed.
 - ii. In the westbound direction, I-565 is five lanes wide and the on ramp from Research Park Boulevard adds a sixth lane. Two lanes are forced to exit to Madison Boulevard/Governors Drive. A weave situation exists which needs to be analyzed.
 - b. To the east, the adjacent interchange is a split-diamond interchange which provides access to Old Madison Pike/Tranquility Base on the western half of the diamond and Sparkman Drive/Bob Wallace Avenue on the eastern half of the diamond.

- i. In the eastbound direction, I-565 is four lanes in width, and the C-D on ramp adds two additional lanes. The outside lane tapers out before the next interchange. The fifth lane is a forced exit to Old Madison Pike/Tranquility Base. The fourth lane is an option through/exit lane. A weave situation exists which needs to be analyzed. Also, it needs to be determined if the queue from the traffic signal at the top of the off ramp impacts or will impact operations at the diverge point on I-565.
 - ii. In the westbound direction, I-565 is four lanes wide. The Old Madison Pike/Tranquility Base interchange adds 2 lanes. The outside lane tapers out before the next interchange. . The fifth lane is an option through/exit lane. A weave situation exists which needs to be analyzed.
6. The group discussed driveway locations and lane utilization on Rideout Road between the I-565 ramp termini and the Redstone Arsenal Gate #9. Early in the planning process, a driveway was proposed on Rideout Road between the ramp termini and Goss Road to serve the rail spur loading area. This has since been removed. The first intersection on Rideout Road is now at Goss Road. The proposed lane utilization has all four proposed lanes coming from I-565 and Research Park Boulevard proceeding to the gate. There will be a down-weaving situation for traffic to enter the EUL Redstone Gateway development which will need to be analyzed. This situation will be improved once Gate #9 is relocated farther to the south, allowing additional access to EUL Redstone Gateway north of the security point.
7. The group discussed the three alternatives shown in the IMS report. Attention was given to the merits of Alternative B. Mr. Bartlett commented on the lack of capacity of single lane loop ramps as compared to projected traffic volumes.
8. The group discussed existing and projected operational difficulties and possible solutions to deal with the interchange at Research Park Boulevard/Old Madison Pike. Elimination of one or more ramps was examined. No definitive proposals were put forward.
9. The issues regarding the IMS are actually two separate issues.
 - a. The first issue relates to what will be required to obtain a permit for the short-term work on Rideout Road up to and including the ramps. Mr. Bartlett stated that a FHWA review would be required since the work was within the limits of the DA. However, the proposed short-term work would not have to be accompanied by revision of the IMS. The items which Mr. Bartlett stated would need to be included in the permit application for the short-term work include:

- i. outline traffic volumes on the existing I-565 interchange for existing conditions and 20 year projections which would include EUL Redstone Gateway and BRAC;
 - ii. origin-destination data for traffic coming from I-565 to Gate #9 and EUL Redstone Gateway;
 - iii. analysis of ramp junctions, weaves, and intersections at the existing I-565/Research Park Boulevard/Rideout Road interchange and Rideout Road from the ramp termini to Gate #9.
- b. The second issue is completion of the IMS. The adjacent interchanges will need to be included in the IMS in order for the FHWA to continue their review and approval of the document.

This concludes the substance of the meeting. If anyone notes any errors or omissions please advise the writer so a correction can be issued.

2/11/2013

City of Huntsville Engineering Division

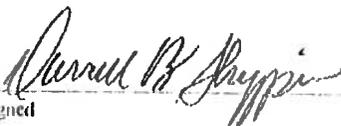
10:53 AM

Project No.	
Project Name	Rideout Road - Gateway Development
Description	Rideout Road from Goss Road north to I-565
Scope of Work	Traffic Studies, Conceptual Design and Documentation
Project Length	0.50 miles
C.O.H. Project Engineer	Ron Adams
Engineering Consultant	Skipper Consulting, Inc.

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$28,150.00	\$575.82	\$28,725.82
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$0.00	\$0.00	\$0.00
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$28,726

LABOR RATES	Effective Time Period	
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$170.00	Darrell Skipper
Environmental Scientist	\$125.00	
Design Engineer	\$125.00	Richard Caudle
Engineer Tech. / CADD	\$65.00	Ty Cosby
Clerical		
PLS		
Survey Crew		


2/11/13
 Signed _____ Date _____

President
 Position/Title _____



2/11/2013

City of Huntsville Engineering Division

10:54 AM

Project No.			
Project Name Rideout Road - Gateway Development			
Description Rideout Road from Goss Road north to I-565			
Scope of Work Traffic Studies, Conceptual Design and Documentation			
Project Length 0.50 miles			
C.O.H. Project Engineer Ron Adams			
Engineering Consultant Skipper Consulting, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	4.00	\$ 1,360.00	\$ 5,440.00
Design Engineer	10.75	\$ 1,000.00	\$ 10,750.00
Engineer Tech. / CADD	7.25	\$ 520.00	\$ 3,770.00
Clerical		\$ -	\$ -
		Sub-Total	\$ 19,960.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
LBYD		\$	6,800.00
Traffic Data, LLC		\$	1,000.00
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	390.00
		Sub-Total	\$ 8,190.00
TOTAL LABOR			\$ 28,150.00

2/11/2013

City of Huntsville Engineering Division

10:54 AM

Project No.					
Project Name Rideout Road - Gateway Development					
Description Rideout Road from Goss Road north to I-565					
Scope of Work Traffic Studies, Conceptual Design and Documentation					
Project Length 0.50 miles					
C.O.H. Project Engineer Ron Adams					
Engineering Consultant Skipper Consulting, Inc.					
Out-of-pocket Expenses (Corridor Study)					
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
CADD Plotting	4	2	8	\$ 7.80	\$ 62.40
Reports:			0		\$ -
Draft	8	60	480	\$ 0.20	\$ 96.00
Final	8	60	480	\$ 0.20	\$ 96.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 254.40
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
Unspecified postage (overnight)					\$ 75.00
Other (provide description on next line)					Total
Travel - two trips to either Huntsville or Montgomery (220 miles X 0.555/mile)					\$ 246.42
Total Out-of-pocket Expenses					\$ 575.82
Comments:					

2/11/2013

City of Huntsville Engineering Division

10:53 AM

Project No.					
Project Name Rideout Road - Gateway Development					
Description Rideout Road from Goss Road north to I-565					
Scope of Work Traffic Studies, Conceptual Design and Documentation					
Project Length 0.50 miles					
C.O.H. Project Engineer Ron Adams					
Engineering Consultant Skipper Consulting, Inc.					
CORRIDOR STUDY			Project Engineer	Design Engineer	Engineer Tech. / CADD
Task A: Preliminary Corridor Investigation			ESTIMATED MAN-DAYS		
A-1	Obtain & Study Maps		0.00	0.00	0.00
A-2	Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas		0.00	0.00	0.00
A-3	Consult With Various Agencies, Ascertain Their Requirements		0.00	0.00	0.00
A-4	Develop General Design Criteria for Each Reasonable Alternate		0.00	0.00	0.00
A-5	Review Previous Studies for Application to Current Task		0.00	1.00	0.50
A-6	Conduct Traffic Counts in Study Area		0.00	0.00	0.50
A-7	Develop O/D from Count Data		0.25	0.25	1.00
A-8	Meeting (1) w/Reps. Of Redstone, ALDOT, City or FHWA		0.75	1.00	0.00
Task A Totals			1.00	2.25	2.00
Task B: Alternative Upgrading Studies					
B-1	Develop & Study Preliminary Alternate Designs to Determine Feasibility		0.00	0.00	0.00
B-2	Develop Cost Estimates		0.00	0.00	0.00
B-3	Conduct Environmental Studies		0.00	0.00	0.00
B-4	Prepare Information for & Attend Public Inv. Meeting/Analyze Comments		0.00	0.00	0.00
B-5	Review Feasible Alternates		0.00	0.00	0.00
B-6	Forecast Opening Day Traffic		0.25	0.50	0.25
B-7	Forecast EUL Gateway Buildout and BRAC Traffic		0.25	1.00	0.50
B-8	Forecast 20 year Traffic with BRAC and EUL		0.25	1.00	0.50
Task B Totals			0.75	2.50	1.25
Task C: Engineering Analysis on Selected Alternative					
C-1	Refine Selected Alternate & Prepare Layout Map & Profile/Study Report		0.00	0.00	0.00
C-2	Traffic Analysis for Opening Day		0.50	2.00	1.00
C-3	Traffic Analysis for 20 years with EUL and BRAC		0.50	2.00	1.00
C-4	Meeting in Huntsville, Roadway Concept and Documentation		1.25	2.00	2.00
Task C Totals			2.25	6.00	4.00
TOTALS			4.00	10.75	7.25

Proposal for Civil Engineering Services
Darrell Skipper
January 28, 2013

Page 2 of 2

final invoice. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to past due accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys fees.

Other Terms and Conditions

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of LBYD.

Termination Of Services

This agreement may be terminated by the Client or LBYD should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay LBYD for all services rendered to the date of termination, all reimbursable expenses, and, if applicable, reimbursable termination expenses.

Ownership Of Documents

All documents produced by LBYD under this agreement shall remain the property of LBYD and may not be used by this Client for any other endeavor without the written consent of LBYD.

Access To Site

Unless otherwise stated, LBYD will have access to the site for activities necessary for the performance of the services. LBYD will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions

When advised by LBYD, investigation of existing field conditions shall be authorized and paid for by the Client. Where investigation is NOT authorized, LBYD shall not be responsible for existing conditions (except for what can be verified by simple visual observation and the topographical survey).

Indemnifications

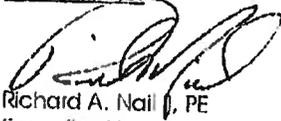
The Client shall indemnify and hold harmless LBYD and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except LBYD, or anyone for whose acts any of them may be liable).

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and LBYD, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, LBYD's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$10,000. Such causes, include, but are not limited to LBYD's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Higher limits are available at additional cost prior to commencement of services.

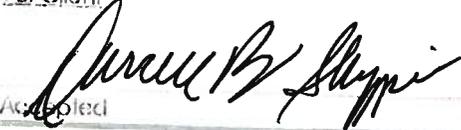
Signatures

For LBYD, Inc.



Richard A. Nail, PE
Executive Vice President

For Client



Accepted

Date

5/1/13



TRAFFIC DATA, LLC
1409 Turnham Lane
Birmingham, Alabama 35216

FAX

To: Darrell Skipper
Fax: 205-655-8825
Phone: 205-655-8855
Re: Huntsville Project

From: Darrell Vines
Fax: 205-824-0725
Phone: 205-824-0125
Pages: 1
Date: 2/11/2013

The following is a price quote to perform a traffic study in Huntsville, AL.
The total price for this project is \$1000.00 including all travel cost. The work scope is to include:

- A) 1 - Turning movement weekday count for 4 hours.
- B) 2 - Twenty four hour machine counts in fifteen minute intervals.

Lease contact me if you have any questions or comments at 205-824-0125 (office) or at trafficdata@bellsouth.net. Thank you fo the opportunity to work with you on this project.

A handwritten signature in black ink, appearing to read 'Darrell Vines'.

Darrell

Accepted: 5/1/13

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): Skipper Consulting, Inc
- City of Huntsville current taxpayer identification number (if available): 17910
(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 (if Applicable)
<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 type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>195-382 AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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/, 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: Darrell B. Skipper Title (if applicable): President
 Type or legibly write name: Darrell B. Skipper Date: 1/9/12

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

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

**Skipper Consulting, Inc.
FY 2013 Hourly Labor Rates**

October 1, 2012 through October 30, 2013

<u>Classification</u>	<u>Hourly Rate</u>	<u>Employee</u>
Clerical	\$ 40.00/hour	
Engineering Technician I	\$ 60.00/hour	Sandy Argo
Technician/CADD	\$ 65.00/hour	Ty Cosby
Engineering Technician I	\$ 70.00/hour	Aubrey Long
Engineering Technician II	\$ 75.00/hour	
Traffic Engineer I	\$ 85.00/hour	Clark Bailey
Traffic Engineer II	\$ 105.00/hour	Julie Lenoir
Sr. Transportation Engineer/Plnr.	\$ 120.00/hour	Scott Skipper/Mickey Hall
Senior Traffic Engineer	\$ 130.00/hour	Richard Caudle
Principal	\$ 170.00/hour	Darrell Skipper

Direct Expenses

Mileage	IRS Current rate plus 10%
Traffic counts, hotels, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
LBYD, Inc. 716 South 30 th Street Birmingham, AL 35233	Layout Plan	\$6,460.00
Traffic Data, LLC 1409 Turnham Lane Birmingham, AL 35216	Traffic Study	\$950.00
	SUB-TOTAL	\$7,410.00
	5% Administrative Fee	\$390.00
	TOTAL	\$7,800.00

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

OMITTED

ATTACHMENT 9 – REQUIREMENTS FOR DOCUMENT SUBMITTALS

OMITTED

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

OMITTED

ATTACHMENT 11

OMITTED

ATTACHMENT 12
SAMPLE

OMITTED

ATTACHMENT 13 - *United States National Map Accuracy Standards*

OMITTED

ATTACHMENT 14 - REAL ESTATE DIVISION PLAN REQUIREMENTS

OMITTED

ATTACHMENT 15 - GIS BASE MAP

OMITTED