CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 12/19/2013

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 U. S. Highway 431 Improvements, Project Nos. 65-11-TI01 & STPHV-STPAA-0001(577)

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.

This contract is for engineering administration and inspection services during construction of a City of Huntsville/Alabama Department of Transportation project along U. S. Highway 431 from south of Sutton road to north of Old Big Cove. Contract has a not to exceed amount of $148,247.44 and is funded through an agreement with ALDOT. Account No. 23-6500-0813-8113

Associated Cost: $148,247.44

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Marsh

Date: 12-13-13

revised 3/12/2012

12-12-13

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **12/19/2013**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **Construction Admin Services**

Document Name: **Garver-US 431 Improvements Project No. 65-11-TI01 &** STPHV-STPAA-0001(577)

City Obligation Amount: **$148,247.44**

Total Project Budget: **$148,247.44**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8113**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Kathy Martin	12·13·13
2) Legal	Bryan C. Cater	12/13/13
3) Finance		12/16/13
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 Garver, L.L.C. in a Not to Exceed (NTE) Ceiling Price of ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FORTY-SEVEN AND .44/100 DOLLARS ($148,247.44) for Engineering Construction Administration Services for U. S. Highway 431 Improvements, Project Nos. 65-11-TI01 & STPHV-STPAA-0001(577) 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 Garver, L.L.C. for Engineering Construction Administration Services for U. S. Highway 431 Improvements, Project Nos. 65-11-TI01 & STPHV-STPAA-0001(577)" consisting of a total of eighteen (18) pages plus thirty (30) additional pages consisting of Attachments 1-15, and the date of December 19, 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 19th day of December, 2013.

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

APPROVED this the 19th day of December, 2013.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES

FOR

U. S. HIGHWAY 431 IMPROVEMENTS

Project I.D Numbers 65-11-TI01 & STPHV-STPAA-0001(577)
December 19, 2013

_____
President of the City Council of the City of Huntsville, AL
Date: December 19, 2013

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES FOR U. S. HIGHWAY 431 IMPROVEMENTS

Project I.D Numbers 65-11-TI01 & STPHV-STPAA-0001(577)

THIS AGREEMENT made as of the 19th day of December in the year 2013, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (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 construction administration of U. S. Highway 431 Improvements, as further described in ARTICLES 2 and 3, 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 site 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 – DESIGN SERVICES OF THE ENGINEER

OMITTED

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER

3.1 The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.

3.2 The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.

3.3 The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

3.4 The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.

3.5 The ENGINEER 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 approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.

3.6 The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER 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 the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.

3.7 The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER 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.

3.8 The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER 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.

3.9 The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. 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.

3.10 The ENGINEER shall promptly review and approve, or take other appropriate action on proposed "equal materials or equipment." The ENGINEER 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.

3.11 The ENGINEER 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. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

3.12 The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

3.13 The ENGINEER 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.

3.14 The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

3.15 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.

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 3. 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 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default

of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

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 ENGINEER, 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 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 December 20, 2013. The final completion date for the completion of construction administration services, as outlined in Article 3, shall be May 31, 2015.

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, a Not to Exceed (NTE) Ceiling Price of ONE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-SEVEN AND .32/100 DOLLARS ($148,437.32) for construction administration services described in Article 3. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER 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 ENGINEER 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 the ENGINEER'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 the ENGINEER 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.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER 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 the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Construction Administration Services – Not to Exceed (NTE) Ceiling Price of	$148,247.44
TOTAL CONTRACT AMOUNT:	**$148,247.44**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer, Engineering Division, for the basic services described under Articles 2 and 4 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. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the names(s) of personnel who performed the task and the cost for each specific task. 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, or services billed as time and material, 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 herein, 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 invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 3 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 payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 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 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.

8.4.2 The ENGINEER 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.

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 "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

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-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.

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 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 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 SEAL ON DOCUMENTS

9.8.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.8.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, <u>each drawing</u> shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.8.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use

proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 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 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, computer source code 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 adaptation 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 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.

9.10 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER 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, ENGINEER 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.

9.11 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.

9.12 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

The Federal Highway Administration and State of Alabama Department of Transportation 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 or, any third party, other than the Federal Highway Administration and State of Alabama Department of Transportation against the OWNER or the ENGINEER.

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 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: GARVER, L.L.C.

BY: _____
Jerry D. McCarley

TITLE: Vice President

ATTEST: _____

Given under my hand this 13th day

Of December,2013.

Mary A Hollingsworth
Notary Public

My commission expires 3/28/15

ATTACHMENT 1
SCOPE OF SERVICES

(Refer to letter dated November 26, 2013, from Scott C. Leach to Kathy Martin and attachments).

GARVER

5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

November 26, 2013

Ms. Kathy Martin, P.E.
Director of Engineering
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Attn: Mr. Christopher McNeese

RE: Construction Engineering and Inspection Services Proposal
ALDOT Project No. STPHV-STPAA-0001(577)
Intersection Improvements on SR-1 (US-431) at Sutton Road
Caldwell Lane, Plainview Drive, and Old Big Cove Road
In the City of Huntsville, Madison County, AL

Mr. McNeese:

We appreciate the opportunity to submit this proposal to assist the City in performing the Construction Engineering and Administration Services required for this project. Included herewith are two (2) copies of our Man-Day Estimate, Fee Proposal, and Scope of Services anticipated to assist the City on the above referenced project.

Also included is a proposal from our sub-consultant – S&ME, Inc. – for performing the required construction materials testing and NPDES compliance services required for this project. Based on our initial project scope meeting, we understand that the City will provide a full-time inspector who is certified and/or qualified to perform the day-to-day construction inspection that is required. Garver staff will provide periodic oversight to assist the City's inspector in performing the required inspection and documentation required on an ALDOT project of this nature. The Total Estimated Not-to-Exceed Fee based on Time and Materials that we propose for performing our scope of services is $148,247.44 and is based on the 180 Working Days allowed for this project. S&ME's proposed fee is $26,295.93. Garver's total estimated fee is $121,951.51, which includes $1,314.80 as a 5% sub-consultant administration fee. The contract completion date is estimated to be May 31, 2015. Our fee schedule is valid to May 31, 2015.

Please review these items at your convenience and let me know if you have any questions or need any further information regarding this project or the items submitted. If this proposal meets your approval, we will begin work within five (5) days following approval and execution of our contract with the City. We look forward to working with you and the City of Huntsville on this very important project.

Sincerely,
Garver, LLC

Scott C. Leach, PE
Senior Project Manager

Appendix A – Scope of Services

ALDOT Project Number STPHV-STPAA-0001(577)
Intersection Improvements on SR-1 (US-431) at
Sutton Rd, Caldwell Ln, Plainview Dr and Old Big Cove Rd
In the City of Huntsville, Madison County, Alabama

Garver, LLC, (Engineer) will perform construction engineering and contract administration services for the City of Huntsville, Alabama (City). This will be an hourly, not-to-exceed Agreement. The Engineer will notify the City if the total not-to-exceed fee limit is exhausted prior to completion of the Project. The Engineer will provide services, personnel and equipment as required by the City. The City will provide a full-time construction inspector for the project who will document construction activities as required by ALDOT for a project of this nature.

A proposal from S&ME, Inc. sub-consultant responsible for performing the required construction materials testing and NPDES compliance services for this project is attached hereto.

ALDOT Project No. STPHV-STPAA-0001(577)
Intersection Improvements on SR-1 (US-431) at Sutton Road, Caldwell Lane, Plainview Drive and Old Big Cove Road
In the City of Huntsville, Madison County

11/26/2013
We are proposing a fee as follows:

LABOR ESTIMATE

Employee Classification	Hourly Rate	Est. Man-hours	Total	Comments
Sr. Project Manager	$60.10	72	$4,327.20	Average 0.4 hours per working day
Professional Civil Engineer	$38.94	540	$21,027.60	Average 3.0 hours per working day
Construction Inspector	$25.00	0	$0.00	City will perform all construction inspection
Administrative Assistant	$16.50	450	$7,425.00	Average 2.5 hours per working day
2-Man Survey Crew	$31.63	90	$2,846.70	Average 0.5 hours per working day
		Total Direct Labor	**$35,626.50**	
		Audited Combined General Overhead Rate @ 187.57% =	**$66,824.63**	
		Sub-Total Labor Cost + Overhead =	**$102,451.13**	
		Total Estimated Direct Costs =	**$7,034.00**	
		Total Estimated Labor & Direct Costs =	**$109,485.13**	
		Profit 10% =	**$10,948.51**	
		Sub-Total =	**$120,433.64**	
		FCCM (Facilities Capital Cost of Money) @ 0.57% =	**$203.07**	Applied to Direct Labor Only w/out Profit
		Sub-Total =	**$120,636.71**	
		Construction Materials Testing Subconsultant (S&ME, Inc.) =	**$26,295.93**	
		5% Sub-Consultant Administration =	**$1,314.80**	
		Sub-Total Sub-Consultant Services =	**$27,610.73**	
		Total Estimated Fee =	**$148,247.44**	

Estimated Direct Costs	Rate/Unit	Total Units	Total	
Reimbursable Mileage	$0.565	3600	$2,034.00	20 miles/working day (180 days) = 3,600
Supplies, Copies, Postage, etc	Varies	Lump Sum Estimate	$5,000.00	
		Total Direct Costs =	**$7,034.00**	
		Grand Total =	**$148,247.44**	

Note: This Fee Proposal Estimate is based on construction being complete within the 180 Working Days allowed for the project. This fee Proposal is based on Garver's FY 2012 Approved Combined General Overhead & FCCM Rates and has been used for the purpose of establishing the Total, Not-To-Exceed Fee Amount. Hourly Labor Rates are based on the employees/classifications we anticipate using on this project. Hourly Billing Rates will be based on the following formula:

{Direct Labor + (1.8757 x Direct Labor)} x 1.1 + Direct Labor x 0.0057

Intersection Improvements on SR-1 (US-431) at Sutton Road, Caldwell Lane, Plainview Drive and Old Big Cove Road in the City of Huntsville, Madison County, Alabama

ALDOT Project No. STPHV-STPAA-0001(577)

MANHOUR ESTIMATE

SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED	E-5 Senior Project Manager	E-3 Professional Civil Engineer	Construction Inspector	X-1 Administrative Assistant	2-Man Survey Crew
A. General					
1. Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.	10	40		20	
B. Survey Controls					
1. Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.					90
C. Project Inspection					
1. Monitor & document contractor operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities	12	100		180	
D. Testing (Materials Sampling & Testing Proposal from S&ME, Inc. is attached)					
1. Coordinate with Contractor & geotech to ensure the appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual	4	24			
E. Management Engineering Services					
1. Attend/Conduct/Participate in Pre-Construction Conference, record information at conference, and prepare & distribute copies of meeting minutes	4	8			
2. Complete & Maintain full & accurate daily record of all activities & events related to project, Record Work completed by Contractor, including pay item quantities		20		40	
3. Complete & Maintain Project Diaries and Inspector's Daily Reports as requested by ALDOT on a daily basis		20		40	
4. Maintain a project log of all materials entering into work w/ proper identification basis of acceptance for each shipment of material		24		40	
5. Maintain & analyze records of sampling & testing accomplished; Record Field Reports; & Verify, Certify, & Document work items requiring performance periods		20		40	
6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate	4	40		40	
7. Interpret Plans, Specifications & Contract provisions; Consult w/ City/State as needed when interpretation may have impact on cost/quality of work	4	60			
8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions	4	40			
9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommended changes for City/State approval	4	40			
10. Negotiate prices for modification to contract if required due to necessary change in character of work; Prepare & Submit recommendation (Extra Work)					
11. Maintain accurate documentation of costs involved in work contractor claims is beyond original scope of construction contract (Extra Work)					
12. Maintain documentation of work involved in contractor claim for additional compensation; Prepare & Submit recommendation (Extra Work)					
13. Analyze contractor request for extension of contract time; Prepare recommentation covering accurate summary of statements & events (Extra Work)					
14. Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for each contract including all changes made to plans	8	40		16	
15. Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with project as needed (Extra Work)					
16. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance				8	
17. Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals		1		8	
18. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such	1	4		2	
19. Actively Encourage the review of all Shop drawing/sample submittals & approvals logged by STATE to accomplish reviews promptly	1	3			
20. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed	2	8		6	
21. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary	6	8		8	
22. Conduct & Document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays	8	40		2	
23. Respond to inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and inform City/State of inquiries (Extra Work)					
24. Provide Design Engineering for Field Construction activities that may necessitate change to design plans to complete construction (Extra Work)					
Total Hours by Classification Estimated for Construction Engineering & Inspection Services:	72	540	0	450	90

S&ME

November 22, 2013

Garver, LLC
5125A Research Drive
Huntsville, Alabama 35805

Attention: Mr. Scott Leach, PE

Subject: **Construction Materials Testing and NPDES Compliance Services**
Project No. STPAA-0001(577)
Highway 431 Improvements
Huntsville, Madison County, Alabama
S&ME Proposal Number 13-294

Dear Mr. Leach:

S&ME Inc. is pleased to submit this proposal for providing construction materials testing and environmental compliance services for the Highway 431 Improvements in Huntsville, Madison County, Alabama. This proposal provides a requested scope of services, limitations, and fee schedule. Our work will be performed in accordance with the agreed upon terms and conditions between S&ME and Garver.

PROJECT INFORMATION

This proposal was requested by Mr. Scott Leach with Garver during a phone conversation with Mr. Jeff Pepper of S&ME. We understand the project consists of improvements to the following intersections along US Highway 431. The construction at each site is to be conducted separately.

SITE NO.	INTERSECTION
SITE 1	US 431 and Sutton Road
SITE 2	US 431 and Plainview Drive
SITE 3	US 431 and Miller Lane/Caldwell Lane
SITE 4	US 431 and Old Big Cove Road

SCOPE OF CONSTRUCTION TESTING SERVICES

Our work will be performed in general accordance with the procedures specified in the ALDOT Construction Manual. Laboratory tests will be performed at our American Association of State Highway and Transportation Officials (AASHTO) accredited Huntsville, Alabama laboratory. The results of the tests will be provided to Garver using the appropriate ALDOT Bureau of Materials & Tests (BMT) forms. We understand that Garver personnel will on site during construction and will provide the majority Construction Engineering & Inspection (CE&I) services at the project. S&ME will provide support CE&I services for the following items:

Site Grading

- Conduct laboratory standard Proctor (AASHTO T-99) and Atterberg limits tests (AASHTO T-89) on the fill soil proposed to be used during site grading.
- Conduct in place field density tests to document the percent compaction achieved by the contractor in accordance to ALDOT 222 test procedures.
- Report test results using the appropriate BMT forms.

Concrete

- Take samples and perform tests on concrete in the field, including slump, air content, unit weight, and temperature in accordance to ALDOT 170-81 test procedures and applicable AASHTO and ASTM standards.
- Cast concrete cylinder specimens at the specified testing frequency.
- Cure, test, and report concrete cylinder test specimens.

Crushed Aggregate Base/Asphalt Testing

- Conduct laboratory modified Proctor (AASHTO T-180) and sieve analysis tests (AASHTO T-27) on the crushed aggregate base proposed to be used.
- Perform in-place bituminous plant mix density measurements in accordance to ALDOT -350-87 test procedures.
- Perform roadway core specific bulk specific gravity determinations in accordance to ALDOT-403 test procedures and AASHTO T-166 standards.
- Perform laboratory tests, (voids in mineral aggregates (VMA) rice bulk specific gravity, AC content, and gradation) in accordance to ALDOT-353-90 test procedures and applicable AASHTO standards.

SCOPE OF ENVIRONMENTAL SERVICES

The Alabama Department of Environmental Management (ADEM) currently requires construction sites equal to or greater than one (1) acre in size to apply for coverage under the National Pollutant Discharge Elimination System (NPDES) Alabama Construction General Permit. The permit requires the development of a site-specific narrative Construction Best Management Practices Plan (CBMPP), monthly inspections and reporting, inspections and

reporting after qualifying rain events, and semi-annual CBMPP evaluations. When the project is complete and all disturbed areas have been suitably stabilized, the ADEM requires that a Termination Request be filed.

S&ME understands the City of Huntsville is requesting that S&ME complete the required Notice of Intent and Construction Best Management Practices Plan for the project and perform the required monthly, post-rainfall, and semi-annual inspections.

Notice of Intent

S&ME will complete the Notice of Intent (NOI) for coverage under the Alabama Construction General Permit ALR100000 for the project. S&ME will also prepare the required site location map for each site showing the discharge points. If necessary, S&ME will also prepare the Delegation of Authority form. The NOI will be signed by a Professional Engineer acting as the Qualified Credentialed Professional.

The sites are not considered priority sites by the definition of the Alabama Construction General Permit; therefore, the CBMPPs are not required to be submitted to the ADEM with the NOI.

The Permittee will be responsible for submitting the completed and signed NOI, the required attachments, and the permit fee to the ADEM. The permit issuance fee is $1,155, payable to the ADEM.

Construction Best Management Practices Plan

S&ME will prepare the required site-specific narrative CBMPP for the project in general accordance with Part III.D of the Alabama Construction General Permit. The specific content of the narrative CBMPP is outlined in Part III.D.3 of the permit.

The CBMPP will provide a narrative summary of planning considerations, procedures, activities, and practices implemented for the prevention and/or minimization of pollutants in runoff. The plan will include installation details for various types of sediment and erosion control Best Management Practices and will be certified by a Professional Engineer acting as the Qualified Credentialed Professional.

Monthly and Post-Precipitation Site Inspections

The Construction General Permit requires that site inspections be performed a minimum of once per month. Site inspections must also be performed following each 0.75-inch or greater rainfall that occurs within any 24-hour period. Inspections following a qualifying precipitation event must commence no later than 24 hours after resuming construction activities and must be completed within 72 hours of the qualifying event.

S&ME will conduct the required monthly and post-rainfall site inspections and complete the ADEM NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each site inspection. Each inspection will be conducted by a qualified person under

the direct supervision of the Qualified Credentialed Professional. The Permittee will be responsible for notifying S&ME when a qualifying rain event is measured by the on-site rain gauges.

We estimate an average of two inspections per month per site over the course of the project. These inspections are required until all disturbed areas have been fully reclaimed, permanently stabilized, or perennial vegetative cover is established and the NPDES permit coverage is terminated.

Semi-Annual Site Evaluation and CBMPP Review

The Construction General Permit requires that the Qualified Credentialed Professional perform an on-site evaluation of all erosion and sediment controls and a review of the CBMPP a minimum of once every six months. S&ME will conduct the required semi-annual evaluations and complete the ADEM NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each semi-annual evaluation. The first evaluation will be conducted following the installation of the required BMPs.

EXCLUDED ENVIRONMENTAL SERVICES

Without attempting to be a complete list or description, the following environmental services are specifically excluded from this proposal:

- The assessment of the facility's compliance with regulations other than the Construction General Permit
- Daily site observations as required by the Construction General Permit
- Daily precipitation recording as required by the Construction General Permit
- Preparation of a separate, site-specific SPCC Plan
- Preparation of the Termination Request
- Wetlands identification and/or delineation
- Archeological identification
- Turbidity monitoring of storm water discharges

COMPENSATION

We propose to provide our services on a time and materials basis. Based on the information provided to us and the activities as described under the Scopes of Services outlined above, S&ME proposes the following budgets:

Earthwork/Crushed Aggregate Base Placement $8,905.08

Concrete $3,912.80

Asphalt $7,418.04

Notice of Intent ..... $1,040 *

Construction Best Management Practices Plan $2,100

Site BMP Inspections and Reports (ADEM Form 23) ..... $280 per site

Semi-Annual QCP Site and CBMPP Evaluations ..... $450 per site

* Our fee does not include the $1,155 Permit Issuance Fee paid to the ADEM.

Invoices will be prepared monthly for the work performed during the previous billing cycle in accordance with the unit rates provided on the attached Fee Schedules. In the event that other test or environmental services not mentioned herein are required, we would be pleased to offer a quotation upon request.

AUTHORIZATION

Our work will be authorized and performed in accordance to the agreed upon Contract provided by Garver. We request that Garver's Contract references our proposal number and date of proposal.

CLOSING

S&ME, Inc. appreciates the opportunity to submit this proposal to provide our services to you. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Respectfully submitted,

S&ME, Inc.

Sarah L. Yeldell, P.E.
Project Engineer

Jeffrey C. Pepper, P.E.
Senior Engineer

Attachments: Fee Schedule
Construction Testing Services Cost Breakdown Sheet
Personnel Summary

S&ME, Inc.
UNIT RATE FEE SCHEDULE

Item No.	Description	Unit Price
	Personnel	
A-1	Administrative Services, per hour	$46.64
T-1	Technician, per hour	$50.72
P-1	Staff Professional, per hour	$68.31
P-4	Project Engineer/Manager, per hour	$105.00
P-5	Senior Engineer (registered), per hour	$135.12
	Laboratory	
L-1	Compressive Strength Testing of Concrete Cylinders, each	$15.00
L-2	Proctor Test (AASHTO T-99), each	$110.00
L-3	Proctor Test (AASHTO T-180), each	$125.00
L-4	Atterberg Limits Test (AASHTO T-89), each	$75.00
L-5	Particle Size Analysis on Soil (AASHTO T-88), each	$75.00
L-6	Mechanical Sieve Analysis on stone (AASHTO T-11 T-27), each	$75.00
L-7	Natural Moisture Content, each	$7.00
	Special Equipment or Services	
S-1	Mileage Charge	$0.565
S-2	Equipment Rental (soil or concrete testing equipment), per day	$30.00
S-3	Ultrasonic Meter, per day	$50.00
S-4	Coring Machine, per day	$50.00
S-5	Reimbursable Expenses	Cost + 5%

Note: These rates will remain in effect through the duration of the project.

S&ME

COST BREAKDOWN SHEET

Job Name: Highway 431 Improvements
Location: Huntsville, Madison County, Alabama
Proposal No.: 13-294

Cost Estimate by: Rachel Finch
Date: 11/19/2013

Subgrade Evaluations (Estimated 4 Evaluations)	Quantity	Cost	Unit	Subtotal
Administrative	4	$46.64	hr.	$186.56
Project Manager/Engineer	16	$68.31	hr.	$1,092.96
Senior Engineer	2	$135.12	hr.	$270.24
Mileage Charge	104	0.565	mile	$58.76
			SUBTOTAL:	$1,608.52

Earthwork/Modified Roadbed/Crushed Aggregate Base (Estimated 20 days/4 hours day)	Quantity	Cost	Unit	Subtotal
Administrative	5	$46.64	ea.	$233.20
Standard Proctor	2	$110.00	ea.	$220.00
Modified Proctor	1	$125.00	ea.	$125.00
Mechanical Seive Anaylsis	2	$75.00	ea.	$150.00
Atterberg	2	$65.00	ea.	$130.00
Nuclear Gauge rental	20	$50.00	ea.	$1,000.00
Technician	80	$50.72	hr.	$4,057.60
Project Manager/Engineer	8	$68.31	hr.	$546.48
Senior Engineer	4	$135.12	hr.	$540.48
Mileage Charge	520	0.565	mile	$293.80
			SUBTOTAL:	$7,296.56

Cast-in Place Concrete (Estimated 8 Pours/4 hours per trip, and 8 cylinder pick ups)	Quantity	Cost	Unit	Subtotal
Administrative	8	$46.64	hr.	$373.12
Technician	32	$50.72	hr.	$1,623.04
Project Manager/Engineer	8	$68.31	hr.	$546.48
Concrete Compression Tests	40	$15.00	ea.	$600.00
Senior Engineer	1	$135.12	hr.	$135.12
Equipment	8	$50.00	day	$400.00
Mileage Charge	416	0.565	mile	$235.04
			SUBTOTAL:	$3,912.80

Bituminous Pavement (Estimated 8 Days)	Quantity	Cost	Unit	Subtotal
Asphalt Level 1 Lab Technician	64	$50.72	hr.	$3,246.08
Asphalt Field Technician	64	$50.72	hr.	$3,246.08
Project Manager/Engineer	4	$68.31	hr.	$273.24
Senior Engineer	1	$135.12	hr.	$135.12
Equipment	8	$50.00	day	$400.00
Mileage Charge	208	0.565	mile	$117.52
			TOTAL:	$7,418.04

TOTAL: $20,235.92

PERSONNEL TO BE USED ON THE HIGHWAY 431 IMPROVEMENTS

CODE	DESCRIPTION	PERSONNEL
A-1	Administrative Services	Danielle Renz Whitney Cox
P-1	Staff Professional (Environmental)	Joanna Jordan
T-1	Technician (soil and concrete)	Austin Taylor Blair Kuhlman Jack Barnes John Carroll JP Davis Reese Lee Scott Smith Ethan Vaughn Ja'Cobie Edwards Luke Adams Collin Hays Steve Garrison Emmanuel Young Steve Garrison Jamie Curry
P-1	Project Engineer/Project Manager	Zack Young, S.I. John Nazarchyk, CWI Cameron Thompson, E.I. Rachel Finch, E.I.
P-4	Project Engineer	Jeremy Jess, P.E. Sarah Yeldell, P.E.
P-5	Senior Consulting Engineer	Jeffrey Pepper, P.E. Deborah Jones, P.E.

Note: Personnel listed in a higher category may be used in a lower category; however, the rate used will be for that specific category. Backup will be supplied with the invoices.

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
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☒ LLC (Multi-Member)	Number & State: 136653 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ 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/, 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: 1/6/12

Revised 12/7/2011

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
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

FOR ENGINEER'S PERSONNEL FEE SCHEDULE SEE PAGE 4 OF 13 IN ATTACHMENT 1

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE:	May 31, 2015	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

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

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
S&ME, Inc. 399 Executive Drive Huntsville, AL 35816	**Construction Materials Testing Services**	$26,295.93
	SUB-TOTAL	$26,295.93
	5% Administrative Fee	$1,314.80
	TOTAL	$27,610.73

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
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.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
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 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for	OWNER	At 0% design conference	1	Article 10.2(B),

ENGINEER.				10.6, 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 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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 ENGINEER'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.

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.

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.

OTHER DOCUMENTS

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.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, 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.

All PDF files shall be searchable.

Schedules 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".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of

engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

OMITTED (N/A TO THIS CONTRACT)

NAME:_____
(Utility Name)

PROJECT NAME:_____ PROJECT NUMBER:_____

CONSULTING ENGINEER:_____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY:_____

OTHER:_____

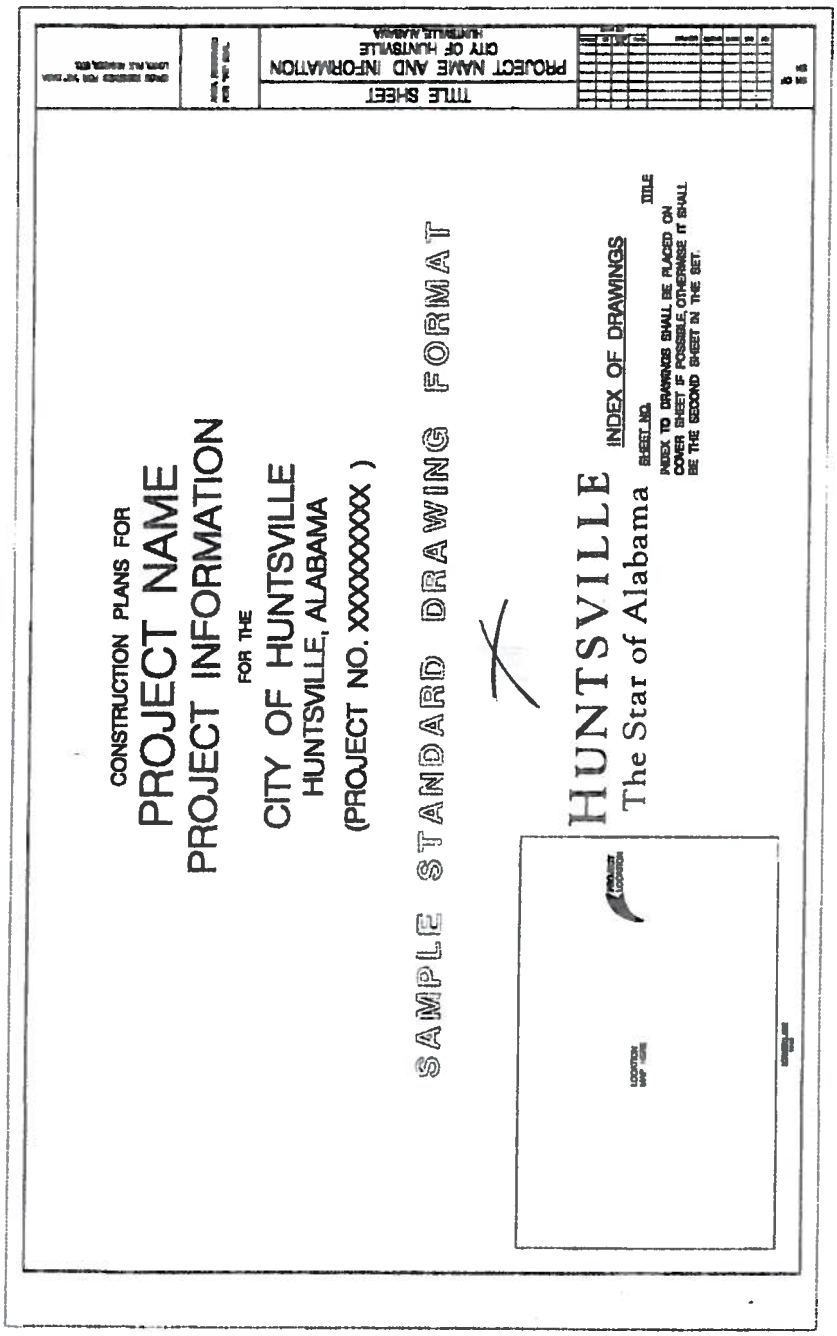
COMMENTS:_____

BY:_____
AUTHORIZED REPRESENTATIVE

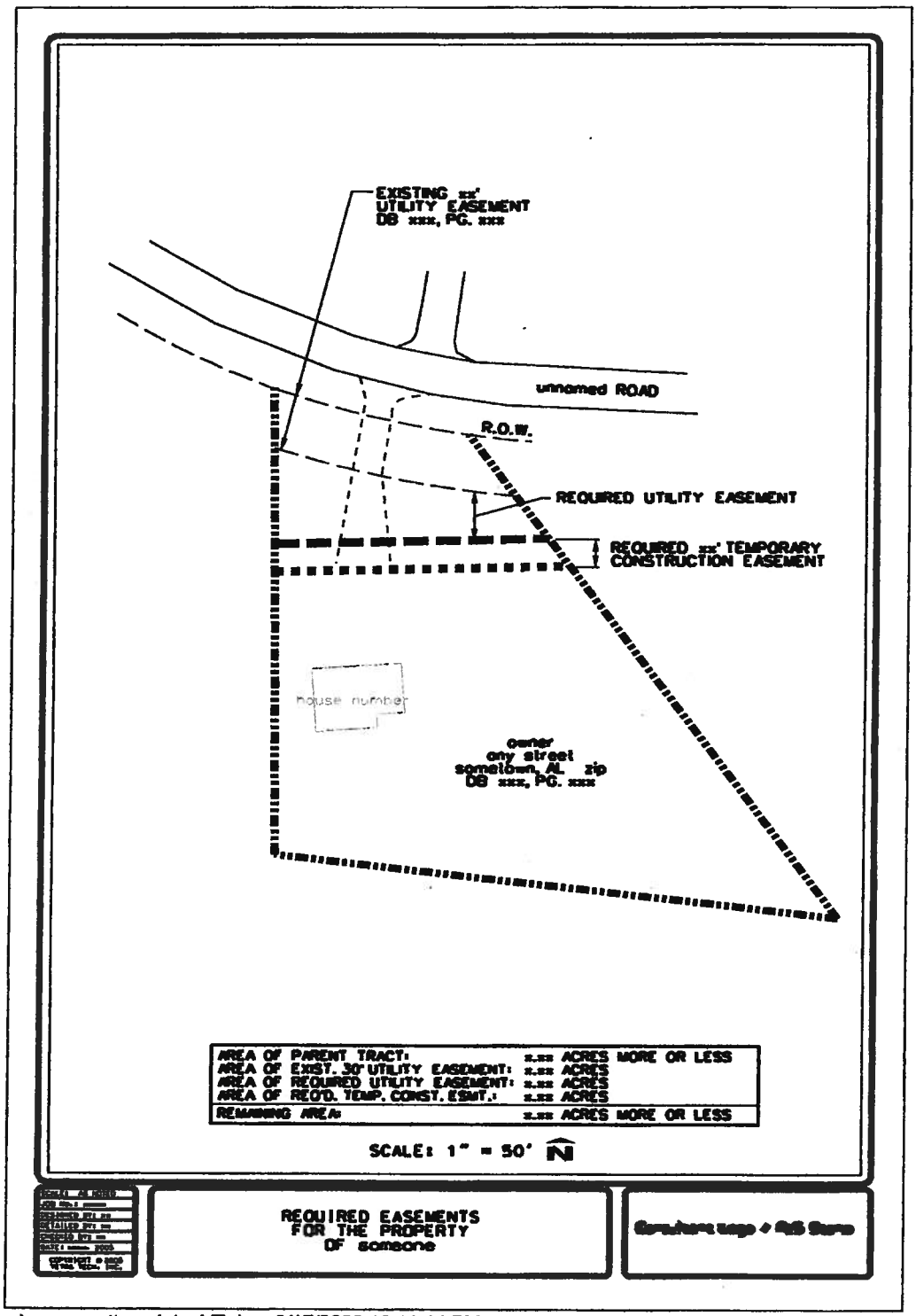
FIELD CONTACT PERSON:_____ PHONE:_____
OFFICE CONTACT PERSON:_____ PHONE:_____

DATE:_____

ATTACHMENT 11



ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

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 aforestated*** *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

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES

36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						