

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: Apr 14, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement with Littlejohn an S&ME Company

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Littlejohn an S&ME Company for Engineering Construction Administration Services for Chase Farm Boulevard Industrial Access Road Extension , Project No. 71-16-RD01 and ALDOT IAR 042-000-009.

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 professional services contract is necessary to provide construction quantity surveying, construction materials testing, and construction engineering and inspection (CE&I) for the Chase Farm Boulevard Industrial Access Road extension. C/A on a Not to Exceed (NTE) Ceiling Price of \$112,278.00. Account No. 3020-71-00000-524016-00000000

Associated Cost: \$112,278.00

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: [Signature]

Date: 4/7/16

pink TML

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: **Engineering**

Council Meeting Date: **4/14/2016**

Department Contact: **Lameka S. Carter**

Phone # **256-427-5304**

Contract or Agreement: **Construction Admin Services**

Document Name: **Littlejohn an S&ME Company - 71-16-RD01 & IAR 042-000-009**

City Obligation Amount: **\$112,278.00**

Total Project Budget: **\$112,278.00**

Uncommitted Account Balance: **0**

Account Number: **3020-71-00000-524016-00000000**

**Procurement Agreements**

<b>Not Applicable</b>	<b>Not Applicable</b>
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**Grant-Funded Agreements**

<b>Not Applicable</b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating	<i>Kathryn...</i>	4/6/16
2) Legal	<i>Mary Clates</i>	4/8/16
3) Finance	<i>M. Saif</i>	4-8-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 16-**

**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 between the City of Huntsville and Littlejohn an S&ME Company in a Not to Exceed (NTE) Ceiling Price of ONE HUNDRED TWELVE THOUSAND TWO HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$112,278.00) for Engineering Construction Administration Services for Chase Farm Boulevard Industrial Access Road Extension, Project No. 71-16-RD01 and ALDOT IAR 042-000-009 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 Littlejohn an S&ME Company for Engineering Construction Administration Services for Chase Farm Boulevard Industrial Access Road Extension, Project No. 71-16-RD01 and ALDOT IAR 042-000-009" consisting of a total of seventeen (17) pages plus forty-six (46) additional pages consisting of Attachments 1-15, and the date of April 14, 2016, 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 14th day of April, 2016.

\_\_\_\_\_  
President or President Pro Tem  
of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 14th day of April, 2016.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**LITTLEJOHN AN S&ME COMPANY**  
**FOR**  
**ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**CHASE FARM BOULEVARD**  
**INDUSTRIAL ACCESS ROAD EXTENSION**

**Project I.D Number 71-16-RD01**  
**ALDOT IAR 042-000-009**  
**April 14, 2016**

\_\_\_\_\_  
President or President Pro Tem of the City  
Council of the City of Huntsville, AL  
Date: April 14, 2016

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
LITTLEJOHN AN S&ME COMPANY  
FOR  
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES  
FOR  
CHASE FARM BOULEVARD  
INDUSTRIAL ACCESS ROAD EXTENSION**

**Project I.D Number 71-16-RD01  
ALDOT IAR 042-000-009**

THIS AGREEMENT made as of the 14th day of April in the year 2016, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LITTLEJOHN AN S&ME COMPANY, (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 Chase Farm Boulevard Industrial Access Road Extension 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 April 15, 2016. The final completion date for the completion of construction administration services shall be October 28, 2016, as outlined in Article 3.

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 TWELVE THOUSAND TWO HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$112,278.00) 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	\$112,278.00
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<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$112,278.00</u></b>
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### **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 name(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](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**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](http://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 CHANGES**

**9.5.1** 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.

**9.5.2** 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.

### **9.6 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.

### **9.7 SEAL ON DOCUMENTS**

**9.7.1** 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.

**9.7.2** 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, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

**9.7.3** 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.

**9.7.4** 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.

## **9.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of 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.

## **9.9 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.

#### **9.10 TERMINATION FOR CAUSE**

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

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

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

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

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

#### **10.2 MINIMUM SCOPE OF INSURANCE:**

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

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

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

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

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

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

prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

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

**E. Workers' Compensation Insurance:**

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

**F. Employers Liability Insurance:**

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

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

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

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

**B. Professional Liability:**

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

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

**C. Automobile Liability:**

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

**D. Workers' Compensation:**

As required by the State of Alabama Statute

**E. Employers Liability:**

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

**10.4 OTHER INSURANCE PROVISIONS:**

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

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

**A. All Coverage:**

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

**10.5 ACCEPTABILITY OF INSURERS:**

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

**10.6 VERIFICATION OF COVERAGE:**

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

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. 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, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error 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.

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

**B. Other Than 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, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) 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 therefrom actually or allegedly caused by 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.

## **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 State of Alabama is considered to be a third party beneficiary to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than the State of Alabama 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 FEDERAL IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **11.10 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.

## **11.11 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.

## **11.12 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.

## **11.13 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.

**11.14 ENTIRE AGREEMENT**

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

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

**ENGINEER:  
LITTLEJOHN AN S&ME COMPANY**

BY: *Harry M. Wilson*  
Harry M. Wilson

TITLE: Principal

ATTEST: *[Signature]*

Given under my hand this 8<sup>th</sup> day

Of April, 2016.

*Mary Jo Hollingworth*  
Notary Public

My commission expires 4/2/19

**OWNER:  
CITY OF HUNTSVILLE**

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

TITLE: Mayor

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

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

Of \_\_\_\_\_, 2016.

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

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

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

**(Refer to letter dated March 31, 2016, from Harry M. Wilson to Kathy Martin and attachments).**



**Alabama**  
**Department of Transportation**

Office of Region Engineer  
North Region  
1525 Perimeter Parkway, Suite 400  
Huntsville, AL 35806  
Telephone 256-505-4955  
Fax: 256-213-7038



Robert Bentley  
Governor

John R. Cooper  
Transportation Director

March 4, 2016

Ms. Kathy Martin, P.E.  
City of Huntsville Engineer  
P.O. Box 308  
Huntsville, AL 35804

RE: Project IAR-042-000-009, CPMS Ref. #100065147  
Extension of Chase Farm Blvd. in the City of Huntsville  
Limestone County

Dear Ms. Martin:

Reference is made to a letter dated March 3, 2016, in which a request of authorization was submitted for The City of Huntsville to utilize a consultant to perform construction engineering and inspection services for the above referenced project(s).

Attached is a list of the consultants that presently have construction engineering and inspection service contracts with the Department. The City may choose a consultant from this list and enter into negotiation with that consultant.

The terms of agreement between the City and the consultant shall be the same as the terms in the on-call agreement between the Department and the consultant. The City must submit to the Department the name of the firm in writing, the agreement, and a certification of final indirect costs, which can be downloaded from the following link: <http://cpmsweb2.dot.state.al.us/ConsultMgmt/FormsDownloadsLinks.aspx>, and a copy of a Schedule of Direct Labor, Fringe Benefits and Indirect Cost that has been prepared in accordance with 48 CFR part 31 Contract Cost Principles and Procedures for the most current consultant's fiscal year or a previous approval letter by ALDOT's Finance and Audits Bureau, dated within one year from the date of approval, for both the prime and any sub-consultants being used for approval prior to issuing a notice to proceed to the consulting firm.

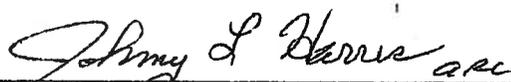
The attached list of consultants will be valid for six months from the date of my letter. If no consultant has been selected within six months all permission previously granted will be rescinded. The written request to select a consultant for services will have to be resubmitted and authorization granted again by my office. If you have any questions, please advise.

Sincerely,

John R. Cooper  
Transportation Director

JRC/JH/ARC/cwc  
Attachment  
c: File

By:

  
Mr. Johnny L. Harris, P.E., P.L.S  
Region Engineer

ALABAMA DEPARTMENT OF TRANSPORTATION  
FINANCE AND AUDITS BUREAU  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110



**Robert Bentley**  
Governor



**John R. Cooper**  
Transportation Director

August 12, 2015

Mark Myers  
Littlejohn Engineering Associates, Inc.  
1935 21<sup>st</sup> Avenue South  
Nashville, Tennessee 37212

RE: Approved Indirect Cost Rate for Fiscal Year Ended December 31, 2014

Dear Mr. Myers:

The External Audit Section of the Bureau of Finance and Audits has reviewed the information you provided recently to support your indirect cost rate.

The review of the information revealed no exceptions.

The following rate(s) have been approved for Fiscal Year Ended December 31, 2014. The rate(s) are valid till six months after the next fiscal year end.

<u>Description</u>	<u>Rate</u>
Indirect Cost Rate	166.05%
FCCM Rate	0.35%

The rates are good for use on Alabama Department of Transportation (ALDOT) agreements; it should not be considered a cognizant rate. Local public agencies or other state DOTs are encouraged to use the above rates with that understanding. ALDOT retains the right to adjust the above rates should a cognizant approval occur by another agency after this date.

This approval letter was prepared for, and is intended for the use of the ALDOT. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please give me a call at 334-244-6246.

Sincerely,

  
John Whiteside,  
External Audits Manager

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

A.G. Gaston Construction Company, Inc.  
2 North 20th Street  
Suite 150  
Birmingham AL 35203

205-328-0376

AECOM Technical Services, Inc  
3800 colonnade parkway, suite 400  
birmingham AL 35243

205-970-1443

Alabama Municipal and Environmental Engineers, Inc.  
6013 east shirley lane  
montgomery AL 36117

334-277-2866

Almon Associates, Inc.  
P.O. Drawer 2729  
Tuscaloosa AL 35403-2729

205-349-2100

Atkins North America, Inc. (Atkins)  
1400 Urban Center Drive  
Suite 400  
Vestavia Hills AL 35242-2578

205-969-3776

Babbs Engineering Consultants, LLC  
PO Box 340  
Dearmanville AL 36257

334-558-0273

Bhate Geosciences  
5217 5th Avenue South  
Birmingham AL 35212-3515

205-591-7062

Birmingham Engineering & Construction Consultants, Inc.  
360 Industrial Lane  
Birmingham AL 35211

205-941-1119

Burk-Kleinpeter, Inc.  
600 Lurleen Wallace Blvd. S.  
Suite 180  
Tuscaloosa AL 35401

205-759-3221

Carr & Associates Engineers, Inc.  
153 Cahaba Valley Parkway  
Pelham AL 35124

205-864-8498

CDG Engineers & Associates, Inc.  
100 Concourse Parkway, Suite 170  
Hoover AL 35244

205-403-2600

Chambliss Engineering, LLC  
356 Highway 82 W  
Prattville AL 36067

334-491-2323

Civil Engineering Associates, Inc., (Trade name - CE Associates)  
5229 Messer Airport Highway  
Birmingham AL 35212

205-595-0401

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Civil Group, LLC 919 E Avalon Avenue Suite B Muscle Shoals AL 35661	256-320-5082
Civil Southeast, LLC PO Box 1900 PO Box 1900 Andalusia AL 36420	866-245-0584
Constantine Engineering, Inc. 1988 Lewis Turner Blvd. Fort Walton Beach FL 32547	850-244-5800
CROY ENGINEERING, LLC 200 North Cobb Parkway Building 400; Suite 413 Marietta GA 30062	256-517-8555
DMD Engineers, Inc. P O Box 610 Andalusia AL 36420	334-222-1849
Driven Engineering, Inc. 8005 Morris Hill Road Semmes AL 36575	251-649-4011
Dynamic Civil Solutions 2210 2nd Avenue North Birmingham AL 35203	205-358-7256
EEFS Company, PC 1930 2nd Avenue North Suite 150 Bessemer AL 35020	205-424-3737
Engineering Design Technologies, Inc 215 19th St North Birmingham AL 35203	205-942-8630
Garver, LLC 5125A Research Drive Huntsville AL 35805	256-534-5512
Geo Solutions, LLC 7201 Opportunity Blvd. Huntsville AL 35810	256-837-6708
Geotechnical Engineering Testing, Inc. 904 Butler Drive Mobile AL 36693	251-666-7197
Gonzalez-Strength & Associates, Inc. 2176 Parkway Lake Drive Hoover AL 35244	205-942-2486

Tuesday, March 1, 2016

page 2 of 6

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Gonzalez-Strength & Associates, Inc. 2176 Parkway Lake Drive Hoover AL 35244	205-942-2486
Goodwyn Mills & Cawood, Inc. 2860 EastChase Lane Suite 200 Montgomery AL 36117	334-271-3200
Gresham Smith & Partners 3595 Grandview Parkway Suite 300 Birmingham AL 35243	205-298-9200
Hatch Mott MacDonald Alabama, LLC 153 West I-65 Service Road North Mobile AL 36608	251-343-4366
Heath & Lineback Engineers, Inc. 2390 Canton Road, Bldg. 200 Marietta GA 30066	770-424-1688
Hutchinson, Moore & Rauch, LLC PO Box 1127 Daphne AL 36526-1127	251-626-2626
Jacobs Engineering Group, Inc 10 Tenth Street Suite 1400 Atlanta GA 30309	404-978-7600
JADE Consulting, LLC PO Box 1929 Fairhope AL 36533-1929	251-928-3443
JBW&T, Inc. 306 North 5th Street Gadsden AL 35901	256-547-6379
Johnson & Associates, Inc. 1218 Church Street Huntsville AL 35801-5916	256-533-7331
Kellogg Brown & Root Services, Inc. 63 South Royal Street Suite 200 Mobile AL 36620	251-450-7780
Ladd Environmental Consultants, Inc. P.O. Box 680869 Fort Payne AL 35968-1609	256-845-5315
Larry E. Speaks & Associates, Inc. 535 Herron Street Montgomery AL 36104	334-262-1091

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Littlejohn Engineering Associates  
4955 Corporate Drive NW  
Suite 301  
Huntsville AL 35805

256-533-3311

McCrary & Williams, Inc.  
3207 International Drive  
Suite G  
Mobile AL 36606-3207

251-476-4720

Michael Baker International, Inc.  
101 Dauphin Street  
Suite 720  
Mobile AL 36602

251-380-0898

Morell Engineering, Inc  
711 East Hobbs St  
Athens AL 35611

256-867-4957

Neel-Schaffer, Inc.  
Two Perimeter Park South  
Suite 230E  
Birmingham AL 35243

205-397-3800

PERC Engineering Co., Inc.  
P. O. Box 1712  
Jasper AL 35502-1712

205-384-5553

Polyengineering, Inc.  
P.O. Box 837  
Dothan AL 36302

334-793-4700

Polysurveying  
5588 Jackson Road  
Mobile AL 36619

251-666-2010

Praestare Engineering, Inc.  
256 Honeysuckle Road, Suite 3  
Dothan AL 36305

334-699-8703

Preble Rish, LLC  
9949 Bellaton Avenue  
Daphne AL 36526

251-990-9950

Pugh Wright McAnally, Inc.  
PO Box 2419  
Decatur AL 35602-2416

256-353-3937

Ragan-Smith-Associates, Inc.  
P.O. BOX 60070  
315 Woodland Street  
Nashville TN 37206-0070

615-244-8591

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

S&ME, Inc. 399 Executive Drive Huntsville AL 35816	256-837-8882
Sain Associates, Inc. Two Perimeter Park South Suite 500 East Birmingham AL 35243	205-940-8420
SARCOR, LLC 1116 20th South #322 Birmingham AL 35205	205-434-1555
Sentell Engineering, Inc. P.O. Box 1246 Tuscaloosa AL 35403	205-752-5584
Slade Land Use, Environmental, and Transportation Planning, LLC 1500 First Avenue North Unit 54 Birmingham AL 35203	205-413-4685
Smith Seckman Reid, Inc. 2995 Sidco Drive Nashville TN 37204	615-383-1113
Southern Earth Sciences, Inc. 5460 Rangeline Rd Mobile AL 36619	251-344-7711
SOVEREIGN CONSULTING INC. 826 Lakeside Drive Suite E Mobile AL 36693	251-665-1095
Stantec Consulting Services Inc. 12585 Old Highway 280 Suite 107 Chelsea AL 35043-3013	205-878-7422
Terracon Consultants, Inc. 110 12th Street North Birmingham AL 35203	205-942-1289
Thompson Engineering, Inc. P. O. Box 9637 Mobile AL 36691	251-666-2443
TOTAL SOLUTIONS, INC. 1626 COUNTY LINE ROAD MADISON AL 35756	256-721-3987

**ALABAMA DEPARTMENT OF TRANSPORTATION  
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING  
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

TTL, Inc. Post Office Drawer 1128 Tuscaloosa AL 35403	205-345-0816
URS Corporation 917 Western America Circle, Suite 4000 Mobile AL 36609-4111	251-344-4744
Vaughn & Melton Consulting Engineers Inc 300 Chastain Center Blvd. Ste. 325 Kennesaw GA 30144	770-627-3590
Volkert, Inc. P. O. Box 7434 Mobile AL 36670	251-342-1070
Walker Associates, Inc. 917 22nd Avenue Suite B Tuscaloosa AL 35401	205-561-3778
Walter Schoel Engineering Company, Inc. 1001 22nd Street South Birmingham AL 35242	205-323-6166
White, Lynn, Collins and Associates, Inc. 219 West Alabama Street Florence AL 35630	256-766-1051
Williams Engineering Group, LLC 919 E Avalon Avenue Suite B Muscle Shoals AL 35661	256-320-5082



March 31, 2016

Ms. Kathy Martin, P.E.  
City Engineer  
320 Fountain Circle  
Huntsville, AL 35801

**RE: Chase Farm IAR Survey, CMT & CEI Administrative Services Proposal  
COH Project No. 71-16-RD01  
ALDOT IAR 042-000-009  
Huntsville, Alabama**

Dear Ms. Martin:

Littlejohn Engineering Associates, Inc. (Littlejohn) appreciates the opportunity to submit this proposal to provide construction quantity surveying services, construction materials testing and CEI administration services for the above referenced project.

#### **Scope of Services**

**Construction Quantity Surveying** - Littlejohn will perform the necessary surveys to calculate and verify the payment quantities to the contractor as directed by the COH Inspector.

**Construction Materials Testing** - S&ME will perform the materials testing for the project in compliance with the ALDOT Sampling and Testing Guide for Guntersville Projects.

**CEI Services** - Garver Engineers will perform the CEI administrative services for the project which includes complete of the necessary ALDOT paperwork, final quantities and project close-out documentation.

#### **FEE Schedule**

Our professional fees for the above described services is **\$112,278.00**. Any additional services not included in the scope herein described will be billed at the hourly rates on the appropriate rates sheets included in this proposal.

March 31, 2016  
Page 2 of 2

Sincerely,  
**LITTLEJOHN ENGINEERING ASSOCIATES, INC.**



Harry M. Wilson, PE  
Principal

Attachments: Standard Fee Schedule (03-01-2016)  
Rate Certification Letter  
ALDOT Audit Approval Letter

4/4/2016

City of Huntsville Engineering Division

11:41 AM

<b>Project No.</b> COH 71-16-RD01/ALDOT IAR 042-000-009			
<b>Project Name</b> Chase Farm IAR Surveying, CMT and CEI Administration			
<b>Description</b>			
<b>Scope of Work</b> Quantity Survey, Materials Testing, CEI Admin to comply with ALDOT			
<b>Project Length</b> 0.6 Miles			
<b>C.O.H. Project Engineer</b> Toneka Dorsey-Lindsey			
<b>Engineering Consultant</b> Littlejohn Engineering			
<b>Fee Proposal (Roadway Plans)</b>			
<b>PERSONNEL COST</b>			
	<b>Man-days</b>	<b>Daily Rate @ 8hrs/day</b>	
Principal	1.00	\$ 1,834.40	\$ 1,834.40
Project Engineer	8.50	\$ 979.44	\$ 8,325.24
Design Engineer	0.00	\$ -	\$ -
Engineer Tech. / CADD	0.00	\$ 905.60	\$ -
Clerical	2.00	\$ 462.00	\$ 924.00
		<b>Sub-Total</b>	<b>\$ 11,083.64</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Garver Engineering			\$ 52,012.00
S&ME			\$ 21,570.88
			\$ -
Subconsultant Administration Expense (5%)			\$ 3,679.14
		<b>Sub-Total</b>	<b>\$ 77,262.02</b>
<b>TOTAL LABOR</b>			<b>\$ 88,345.66</b>



3/31/2016

City of Huntsville Engineering Division

5:54 PM

<b>Project No.</b> COH 71-16-RD01/ALDOT IAR 042-000-009			
<b>Project Name</b> Chase Farm IAR Surveying, CMT and CEI Administration			
<b>Description</b>			
<b>Scope of Work</b> Quantity Survey, Materials Testing, CEI Admin to comply with ALDOT			
<b>Project Length</b> 0.6 Miles			
<b>C.O.H. Project Engineer</b> Toneka Dorsey-Lindsey			
<b>Engineering Consultant</b> Littlejohn Engineering			
<b>FIELD SURVEY</b>			Engineer Tech. / CADD
<b>Based on a 2 Man Crew</b>			PLS Survey Crew
<b>Task</b>			<b>ESTIMATED MAN-DAYS</b>
Contact Property Owners	0.00	0.00	0.00
Perform Basic Control Survey	0.00	0.00	0.00
Obtain Topographic Data	0.00	0.00	0.00
Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00
Identify/Locate Utilities	0.00	0.00	0.00
Tie to Required Property Corners	0.00	0.00	0.00
Obtain Copies of Latest Deeds	0.00	0.00	0.00
Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00
Prepare Detailed Topographical/Field Map	0.00	0.00	0.00
Construction Quantities Verification	3.00	10.50	8.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>TOTALS</b>	<b>3.00</b>	<b>10.50</b>	<b>8.00</b>

4/4/2016

City of Huntsville Engineering Division

11:40 AM

<b>Project No.</b>	COH 71-16-RD01/ALDOT IAR 042-000-009	
<b>Project Name</b>	Chase Farm IAR Surveying, CMT and CEI Administration	
<b>Description</b>		
<b>Scope of Work</b>	Quantity Survey, Materials Testing, CEI Admin to comply with ALDOT	
<b>Project Length</b>	0.6 Miles	
<b>C.O.H. Project Engineer</b>	Toneka Dorsey-Lindsey	
<b>Engineering Consultant</b>	Littlejohn Engineering	

**GRAND TOTAL OF FEE PROPOSAL**

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$23,932.56	\$0.00	\$23,932.56
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$88,345.66	\$0.00	\$88,345.66
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
<b>SUB-TOTAL</b>	\$112,278.22	\$0.00	\$112,278.22
<b>GRAND TOTAL FEE</b>			<b>\$112,278</b>

LABOR RATES	Effective Time Period	
Classification	Hourly Rate	Assigned Personnel
Principal	\$229.30	
Project Engineer	\$122.43	
Environmental Scientist	\$0.00	
Design Engineer	\$0.00	
Engineer Tech. / CADD	\$113.20	
Clerical	\$57.75	
PLS	\$114.22	
Survey Crew	\$102.45	

*Toneka Dorsey-Lindsey*  
Signed

3/31/16  
Date

*Principal*  
Position/Title



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

March 25, 2016

Mr. Harry Wilson, PE  
Littlejohn – An S&ME Company  
4955 Corporate Drive NW, Suite 301  
Huntsville, AL 35805

**RE: Construction Engineering & Inspection (CE&I) Services Proposal for  
ALDOT Project No. IAR-042-000-009; COH Project No. 71-16-RD01  
Chase Farm Industrial Access Road  
In the City of Huntsville, Limestone County, AL**

Mr. Wilson:

Submitted herewith are two (2) copies of our revised Man-Day Estimate, Fee Proposal, and Scope of Services for providing the requested CE&I services for the above referenced project.

The Total Not-to-Exceed Fee Amount we propose for performing this work is \$52,012.00. This proposal is based on a July 31, 2016, construction contract completion date for the project. Garver's contract completion date should be October 31, 2016, to complete the necessary ALDOT paperwork, final quantities, and project close-out. Our attached Hourly Fee Schedule is valid through December 31, 2016.

It is our understanding that Littlejohn will be performing the construction quantity surveying and you intend to contract directly with S&ME, Inc. to perform the construction materials testing and geotechnical services required by ALDOT for this project.

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

Sincerely,  
Garver, LLC

A handwritten signature in blue ink, appearing to read 'Scott C. Leach'.

Scott C. Leach, PE  
Senior Project Manager

**Appendix A – Scope of Services**

ALDOT Project Number IAR-042-000-009  
COH Project Number 71-16-RD01  
Chase Farm Industrial Access Road  
In the City of Huntsville, Limestone County, Alabama

**Construction Administration Services Phase:**

Garver, LLC, (Engineer) will perform construction administration services for the above referenced project. This phase will be an hourly, not-to-exceed contract amount. The Engineer will notify Littlejohn 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. The man-hour estimate and fee proposal for performing these services is attached hereto as Appendix B.

It is our understanding that Littlejohn will perform the construction quantity verification surveys and contract directly with S&ME, Inc. for performing the construction materials testing services required for this project.

APPENDIX B: Manday Estimate and Fee Proposal

ALDOT Project No. IAR-042-000-009; COH Project No. 71-16-RD01  
 Chase Farm Industrial Access Road Project  
 In the City of Huntsville, Limestone County, AL

Revised 3/25/2016

LABOR ESTIMATE			
Employee Classification	Hourly Billing Rate	Estimated Man-hours	Total
Senior Project Manager	\$208.85	27	\$5,639
Professional Civil Engineer	\$137.29	36	\$4,942
Level II Inspector	\$71.59	72	\$5,154
Senior Technician	\$95.44	360	\$34,358
Land Surveyor	\$133.61	0	\$0
2-Man Survey Crew	\$129.68	0	\$0
Total Estimated Labor Charges =			\$50,094
Estimate of Project Related Direct Costs and Expenses			
Reimbursable Mileage	\$0.540	Total Units 450	Total \$243
Supplies, Copies, Postage, etc.	Varies	N/A	\$1,500
Sub-total Direct Costs =			\$1,743
+ 10% Profit =			\$174
Total Direct Costs =			\$1,917
Construction Materials Testing Subconsultant = \$0 Littlejohn intends to contract directly with S&ME, Inc.			
+ 5% Sub-Consultant Administration = \$0			
Total Sub-Consultant Services = \$0			
<p>Hourly Billing Rates are based on Garver's FY 2014 ALDOT approved FAR/Audited CFR Part 3 and employees we expect to use on the project. Our approved Overhead Rate of 195.36% &amp; FCCM Rate of 0.52% has been used for office employee hourly billing rates.</p> <p>The hourly billing rates for all employees that work on this project will be calculated and based on the following formula:                  {Direct Labor Rate + (OH Rate x Direct Labor Rate)} x 1.1 + (Direct Labor Rate x FCCM Rate)</p>			
Grand Total Estimated Budget =			\$52,012

Note: This Fee Proposal Estimate is based on a July 31st, 2016, construction contract completion date.

Chase Farm Industrial Access Road  
In the City of Huntsville, Limestone County, AL

ALDOT Project No. IAR-042-000-008; COH Project No. 71-18-RD01

MANHOURLY ESTIMATE

GENERAL SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED	Senior Project Manager	Professional Civil Engineer	Level II Inspector	Senior Technician	Land Surveyor	2-Man Survey Crew
<b>A. General</b>						
1. Provide contract administration and document emissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.	4	2	3	8		
<b>B. Survey Controls (to be performed by Littlejohn)</b>						
1. Establish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.						
<b>C. Project Inspection</b>						
1. Monitor & document contractor's operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities	2		60	20		
<b>D. Testing (Littlejohn will contract with S&amp;ME, Inc. for Materials Sampling &amp; Testing services)</b>						
1. Coordinate with Contractor & S&ME, Inc. to ensure appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual				16		
<b>E. Management Engineering Services</b>						
1. Attend/Conduct/Participate in Pre-Construction Conference; record information at conference, and prepare & distribute copies of meeting minutes						
2. Complete & Maintain full & accurate daily record of activities & events related to project; Record work completed by Contractor, including buy item quantities		1	5	40		
3. Complete & Maintain Project Diaries and Inspector's Daily Reports as required by ALDOT on a daily basis			2	60		
4. Maintain a project log of all materials entering into work with proper identification basis of acceptance for each shipment of material			2	40		
5. Maintain & analyze records of sampling & testing accomplished; Record field reports; verify, certify, & document work items requiring performance periods		1		40		
6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate	2	4		40		
7. Interpret Plans, Specifications & Contract provisions; Consult with ALDOT/City as needed when interpretation may have impact on cost/quality of work	2	4		20		
8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions	2	4				
9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommend changes for ALDOT/City approval	2	4				
10. Negotiate prices for modifications to original contract if required due to necessary changes in character of work; progress/submit recommendations	1	2		2		
11. Maintain accurate documentation of work involved in contractor claims for additional compensations; prepare recommendations on validity & reasonableness	1	2		1		
12. Analyze contractor request for extension of allowable contract time; Prepare recommendation covering accurate summary of statements & events	1					
13. Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for contract including all changes made to plans	4	8		24		
14. Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with the project as needed (bears work)						
15. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance						
16. Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals		2		12		
17. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such				4		
18. Actively Encourage the review of all logged shop drawings, working drawings, sample submittals & approval requests so approvals are accomplished promptly	1			4		
19. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delay to construction operations; Document conflicts as needed	1			12		
20. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary	2			8		
21. Respond to Inquiries from Public, Media, Property Owners, Local, State, &/or Federal Agencies, etc. and Inform City/State of Inquiries				4		
22. Prepare Requests for Information to Engineer of Record and/or engineering recommendations on work that may necessitate changes to Design Plans	1			1		
<b>Total Hours by Classification Estimated for Construction Engineering &amp; Inspection Services:</b>	<b>27</b>	<b>36</b>	<b>72</b>	<b>360</b>	<b>0</b>	<b>0</b>

NOTE: The estimated hours for performing the above tasks are based on a July 31, 2016 construction completion date. The City will provide a full-time inspector for the project. Overtime in any task(s) may be used to offset overruns in any task(s)

**Appendix B**

<b>Garver, LLC</b>		
<b>2016 Hourly Rate Schedule</b>		
<b>Valid for Duration of Contract</b>		<b>2016</b>
<b>Classification</b>		<b>Rates</b>
<b>Engineers / Architects</b>		
	M-1	318.00
	E-6	228.00
	E-5	186.00
	E-4	148.00
	E-3	132.00
	E-2	117.00
	E-1	97.00
<b>Planners</b>		
	P-2	140.00
	P-1	116.00
<b>Designers</b>		
	D-4	146.00
	D-3	123.00
	D-2	113.00
	D-1	87.00
<b>Technicians</b>		
	T-3	108.00
	T-2	93.00
	T-1	80.00
<b>Surveyors</b>		
	S-6	173.00
	S-5	117.00
	S-4	96.00
	S-3	71.00
	S-2	56.00
	S-1	43.00
	1-Man Crew (Survey)	141.00
	2-Man Crew (Survey)	170.00
	3-Man Crew (Survey)	210.00
	2-Man Crew (GPS Survey)	188.00
	3-Man Crew (GPS Survey)	228.00
<b>Construction Observation</b>		
	C-4	204.00
	C-3	162.00
	C-2	118.00
	C-1	88.00
<b>Administration</b>		
	M-1	318.00
	X-4	114.00
	X-3	88.00
	X-2	66.00
	X-1	49.00
<b>Intern</b>		
	I-1	49.00

**Proposal for Construction Testing  
Services  
Chase Farm Boulevard Extension  
Huntsville, Alabama  
S&ME Proposal No. 12-1600132**



Prepared for:  
Littlejohn  
4955 Corporate Drive NW, Suite 301  
Huntsville, Alabama 35805

Prepared by:  
S&ME, Inc.  
360D Quality Circle NW, Ste 450  
Huntsville, AL 35806

March 28, 2016



March 28, 2016

Littlejohn  
4955 Corporate Drive NW, Suite 301  
Huntsville, Alabama 35805

Attention: Mr. Brett Wisemen, PE

Reference: **Proposal for Construction Testing Services**  
**Chase Farm Boulevard Extension**  
Huntsville, Alabama  
S&ME Proposal No. 12-1600132  
ALDOT Project No. IAR-042-000-009

Dear Mr. Wisemen:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule and presents the associated compensation for our services. Our services will be provided in accordance with the Master Services Agreement between Littlejohn and S&ME dated January 1, 2015.

### ❖ Project Information

Messrs. Harry Wilson and Brett Wiseman with Littlejohn provided project information to Mr. Jeff Pepper with S&ME. We were also provided with a drawing set title "Chase Farm Blvd Extension" drawn by Littlejohn and dated January 27, 2016. We understand the project consists of extending Chase Farm Boulevard, located east of Greenbrier Road and south of Interstate 565.

The overall length of the alignment is about 1,750 feet. The roadway will have a travel lane in each direction and a center turn lane. Concrete structures for the roadway will include curb and gutter, drainage inlets, drainage junction boxes, and sloped paved headwalls. Cuts and fill will be on the order of two feet. The roadway surface will be paved using superpave bituminous concrete.

We understand that the project will be constructed in accordance with Alabama Department of Transportation (ALDOT) standards. Based on our experience with similar projects, a portion of the materials testing will be performed by ALDOT at their materials laboratory in Guntersville, Alabama, and a portion of the materials testing will be performed at the asphalt contractor's plant laboratory. It is also our understanding that Construction Engineering and Inspection (CE&I) services for this project will be provided by the City of Huntsville.



## ❖ **Scope of Services**

The following describes the scope of services we propose to provide on this project.

### **Earthwork**

- ◆ Observe proofrolling of the exposed subsoil prior to fill placement, the final soil subgrade after final grade has been reached, and the roadbed after placement of dense graded base;
- ◆ Deliver soil and base samples to ALDOT for classification and laboratory compaction testing; and
- ◆ Conduct in-place field density tests to document the percent compaction achieved by the contractor.

### **Concrete**

- ◆ Observe concrete placements;
- ◆ Take samples and perform tests on plastic concrete in the field, including slump, air content, unit weight, and temperature;
- ◆ Make five, 4-inch by 8-inch concrete cylinder specimens at the specified testing frequency; and
- ◆ Store cylinders at contractor provided on-site curing tank and deliver to ALDOT for compression testing.

### **Asphalt**

- ◆ Obtain asphalt cores from field and deliver to contractor laboratory for testing; and
- ◆ Conduct in-place field density tests to document the percent compaction achieved by the contractor.

## ❖ **Excluded Services**

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal:

- ◆ Pavement smoothness testing;
- ◆ Performing laboratory testing of construction materials;
- ◆ Geotechnical engineering consulting;
- ◆ Delivery of samples other than soil fill, dense graded base, concrete, and asphalt samples to ALDOT;
- ◆ Construction engineering and inspection services; and
- ◆ Providing an on-site field cure tank for concrete cylinders or transporting concrete samples off-site for field curing.

The above items are not included in our Opinion of Probable Cost. If any of the above services are requested, a supplementary fee can be provided.



Proposal for Construction Testing Services  
Chase Farm Boulevard Extension  
Huntsville, Alabama  
S&ME Proposal No. 12-1600132

---

## ❖ General

S&ME will assign a project manager to direct our work and be available for consultation on this project. We will verbally report daily observation and testing activities to your on-site representative and issue written reports on a weekly basis.

## ❖ Client Responsibilities

We ask that you be responsible for the following:

- ❖ **Scheduling:** We understand that testing will be scheduled on a part-time basis. We request 24-hour notice so that we may schedule our personnel effectively.
- ❖ **Project Related Drawings:** We ask that the Client provide S&ME a copy of the project specific construction specifications and drawings.

## ❖ Compensation

We propose to provide our services on a time and materials basis. Based on the information provided, our estimate to provide these services will be about **\$21,570.88**. Our Opinion of Probable Cost is attached.

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

## ❖ Limitations

Construction materials testing consist of sampling and testing a very small portion of the materials used in construction. As such, one must not interpret the test results as a guarantee that the entire work product is represented by the results. Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work nor direct contractor personnel. In addition, our services are not in any way related to job site safety.

## ❖ Acceptance

---

Name and Title  
Littlejohn

---

Date



**Proposal for Construction Testing Services**  
**Chase Farm Boulevard Extension**  
Huntsville, Alabama  
S&ME Proposal No. 12-1600132

---

❖ **Closing**

S&ME, Inc. appreciates the opportunity to offer our services to Littlejohn for this project. If you should have questions concerning this proposal, or if additional information is required, please contact the undersigned.

Sincerely,

**S&ME, Inc.**

Rachel T. Finch, PE  
Project Engineer

Jeffrey C. Pepper, PE  
Senior Engineer

Attachments:            Fee Schedule  
                                 Opinion of Probable Cost



**2016**  
**Construction Testing Services**  
**Unit Rate Fee Schedule**

Item No.	Description	Unit Price
<b>Personnel</b>		
P-1	Staff Professional I, per hour	\$ 85.00
P-2	Staff Professional II, per hour	\$ 95.00
P-3	Project Professional III, per hour	\$ 110.00
P-4	Project Professional IV, per hour	\$ 125.00
P-5	Senior Professional V, per hour	\$ 160.00
S-2	Administrative Support II, per hour	\$ 45.00
T-1	Technician I, per hour	\$ 45.00
<b>Laboratory</b>		
L-048	Aggregate - Laboratory Compaction Characteristics (Proctor) - Standard Effort, each	\$ 220.00
L-316	Aggregate Base Course - Particle Size (Sieve) Analysis, each	\$ 125.00
L-034	Concrete - Test Cylinders, Per Cylinder Cast, each	\$ 15.00
T-002	Nuclear Density Gauge, each	\$ 40.00
L-009	Soil - Laboratory Compaction Characteristics (Proctor) - Standard Effort, each	\$ 130.00
L-005	Soil - Liquid Limit, Plastic Limit And Plasticity Index, each	\$ 75.00
<b>Special Equipment of Services</b>		
F-001	Mileage, each	\$ 0.54
<p>Note: Overtime for technician services is time over 8 hours per day, 40 hours per week, Saturdays, Sundays and holidays. Overtime is charged at 1.5 times the regular time rate. A minimum of 2 hours will be charged per trip for any services under that time frame.</p>		



### Opinion of Probable Cost

Job Name: Chase Farm Boulevard Extension

Cost Estimate by: Rachel Finch

Location: Huntsville, Alabama

Date: 3/24/2016

Proposal No.: 12-1600132

Site Evaluation (Estimated 4 Proofrolls)	Quantity	Cost	Unit	Subtotal
Project Professional	16	\$110.00	hr.	\$1,760.00
Senior Professional	4	\$160.00	hr.	\$640.00
Mileage	112	\$0.54	mi.	\$60.48
<b>Subtotal:</b>				\$2,460.48

Earthwork Samples (Estimated 4 Trips)	Quantity	Cost	Unit	Subtotal
Administrative Services	2	\$45.00	hr.	\$90.00
Soil and Base Sample Delivery	16	\$45.00	hr.	\$720.00
Soil and Base Sample Delivery Mileage	384	\$0.54	mi.	\$207.36
<b>Subtotal:</b>				\$1,017.36

Earthwork (Estimated 10 Trips)	Quantity	Cost	Unit	Subtotal
Administrative Services	2	\$45.00	hr.	\$90.00
Soil Density Testing	80	\$45.00	hr.	\$3,600.00
Project Professional	10	\$110.00	hr.	\$1,100.00
Senior Professional	2	\$160.00	hr.	\$320.00
Nuclear Density Gauge	10	\$30.00	ea.	\$300.00
Mileage	280	\$0.54	mi.	\$151.20
<b>Subtotal:</b>				\$5,561.20

Cast-in-Place Concrete (Estimated 19 Pours)	Quantity	Cost	Unit	Subtotal
Administrative Services	4	\$45.00	hr.	\$180.00
Engineering Technician	76	\$45.00	hr.	\$3,420.00
Project Professional	8	\$110.00	hr.	\$880.00
Senior Professional	2	\$160.00	hr.	\$320.00
Cylinder Delivery	76	\$45.00	hr.	\$3,420.00
Mileage (including cylinder delivery)	2356	\$0.54	mi.	\$1,272.24
<b>Subtotal:</b>				\$9,492.24

Asphalt (Estimated 5 Trips)	Quantity	Cost	Unit	Subtotal
Administrative Services	2	\$45.00	hr.	\$90.00
Engineering Technician	40	\$45.00	hr.	\$1,800.00
Project Professional	5	\$110.00	hr.	\$550.00
Senior Professional	2	\$160.00	hr.	\$320.00
Nuclear Density Gauge	5	\$30.00	ea.	\$150.00
Mileage	240	\$0.54	mi.	\$129.60
<b>Subtotal:</b>				\$3,039.60

**Total:** \$21,570.88

**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): Littlejohn Engineering Associates, Inc.
- City of Huntsville current taxpayer identification number (if available): 43448  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input checked="" type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 943-490 AL
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: James H. Littlejohn Title (if applicable): President & CEO  
 Type or legibly write name: James H. Littlejohn Date: 05/03/2013

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

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

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

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

**ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**

**2016 STANDARD RATE SCHEDULE  
03-01-16**

**Engineering/Planning**

Senior Consultant, PE.....	\$245.00/hr.
Senior Project Manager, PE.....	\$203.50/hr.
Senior Project Engineer, PE.....	\$203.50/hr.
Project Manager, PE.....	\$150.00/hr.
Senior Planner.....	\$150.00/hr.
Planner.....	\$110.00/hr.
Civil/Design Engineer, PE.....	\$150.00/hr.
Civil Engineer, FE.....	\$98.00/hr.
Senior Transportation Designer.....	\$135.00/hr.
Civil/Transportation Designer.....	\$95.00/hr.

**Surveying**

PLS (Professional Land Surveyor/Survey Manager).....	\$130.00/hr.
Assistant Survey Manager.....	\$100.00/hr.
Senior CADD Technician.....	\$100.00/hr.
Survey Technician.....	\$75.00/hr.
2 Man Survey Crew.....	\$170.00/hr.
One (1) Man w/Robotics Equipment.....	\$145.00/hr.
GPS Survey Crew.....	\$185.00/hr.

**Environmental**

Senior Environmental Project Manager.....	\$235.00/hr.
Environmental Project Manager.....	\$170.00/hr.

**Landscape Architect**

Senior Landscape Architect.....	\$110.00/hr.
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**Drafting**

Senior CADD Technician.....	\$100.00/hr.
CADD Technician.....	\$80.00/hr.

**Resident Project Representative**

Resident Project Representative.....	\$100.00/hr.
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**Administrative Assistant**

Administrative Assistant/Clerical.....	\$70.00/hr.
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**Prints**

Mylar Prints.....	\$12.00 (Minimum)
Record Plats.....	\$20.00 - Each
TVA Quad Sheets.....	\$20.00 - Each
Sepia Prints.....	\$4.00 (Minimum)



Regular Prints -- 24 x 36.....	\$1.75 - Each
24 x 36 color prints on bond paper.....	\$21.00 - Each
24 x 36 color prints on photo paper.....	\$33.00 - Each
Xerox Copies.....	\$0.15 - Each

All rates to remain in effect through the duration of the project.



March 31, 2016

Ms. Kathy Martin, P.E.  
City Engineer  
320 Fountain Circle  
Huntsville, AL 35801

**RE: Chase Farm IAR Survey, CMT & CEI Administrative Services Proposal  
COH Project No. 71-16-RD01  
ALDOT IAR 042-000-009  
Huntsville, Alabama**

Dear Ms. Martin:

This letter serves as a verification of the hourly Pay Rates of the following employees:

Harry Wilson	Principal	\$78.25
Brett Wiseman	Project Engineer	\$41.78
Kevin Gardner	PLS	\$38.98
Eric Bridwell	Engineer Tech/CADD	\$38.63
Brian Williams	Surveyor	\$19.89
Joe Beasley	Surveyor	\$15.08
Melodie Valentine	Clerical/Admin. Asst.	\$19.71

The above rates are true and current.

Littlejohn Engineering Associates, Inc. (Littlejohn) appreciates the opportunity to be of service. If you need additional information feel free to let me know.

Sincerely,  
**LITTLEJOHN ENGINEERING ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "James H. Littlejohn".

Jim Littlejohn, PE  
President



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

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
S&ME	S&ME will perform the materials testing for the project in compliance with the ALDOT Sampling and Testing Guide.	\$21,570.88
Garver	Garver will perform the CEI administrative services for the project which includes complete of the necessary ALDOT paperwork, final quantities and project close-out documentation.	\$52,012.00
	<b>SUB-TOTAL</b>	<b>\$73,582.88</b>
	<b>5% Administrative Fee</b>	<b>\$3,679.14</b>
	<b>TOTAL</b>	<b>\$77,262.02</b>

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
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 ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 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

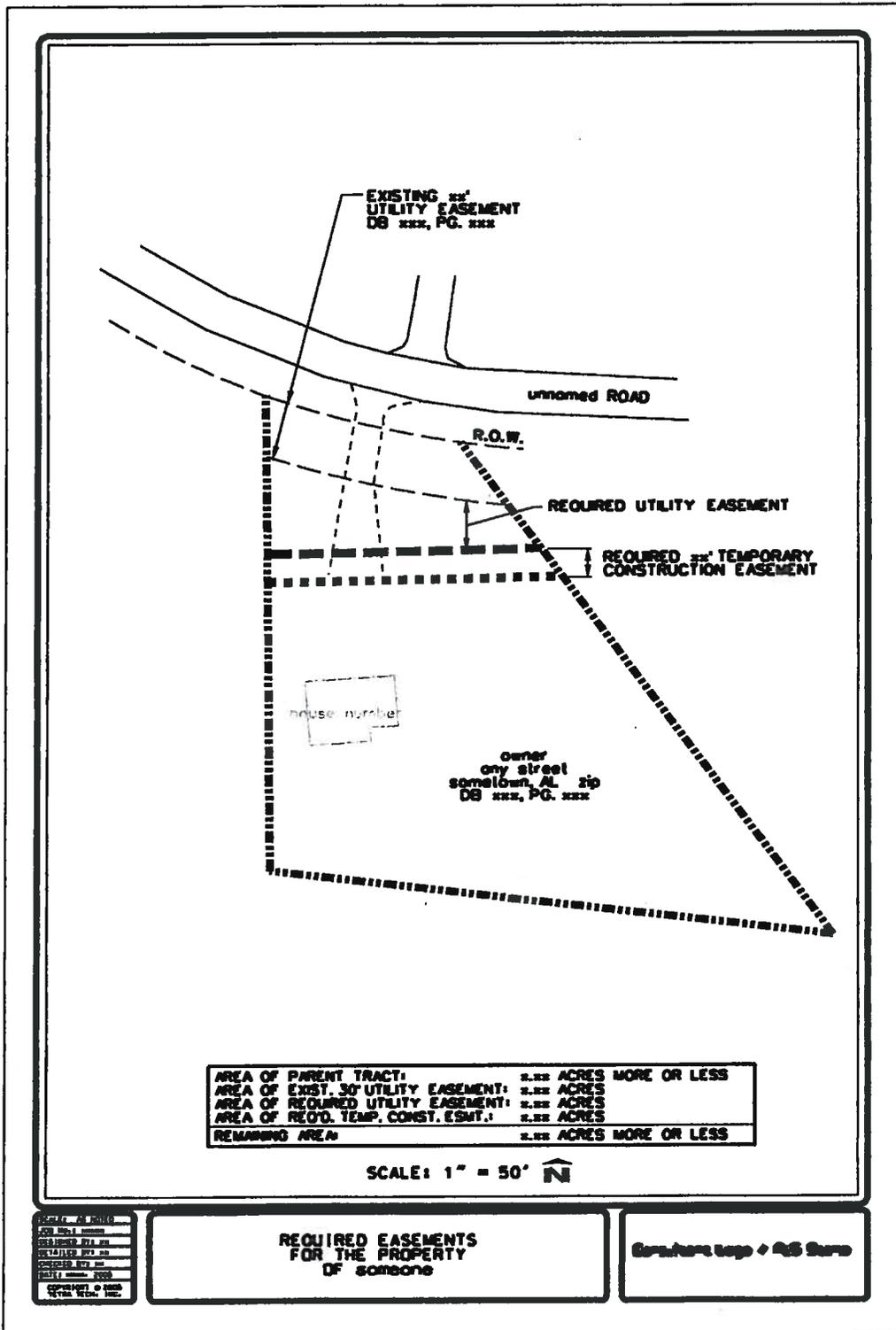
FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHMENT 12  
SAMPLE**



## ATTACHMENT 13

### United States National Map Accuracy Standards

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

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

U.S. BUREAU OF THE BUDGET

# ATTACHMENT 14

## 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

<u>Color Standards</u>	<u>(SAMPLE)</u>		
<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
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						