



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/7/2023

**File ID:** TMP-3589

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Construction Administration Services for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917).

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524042-CONSTRUC-00172

**City Cost Amount:** No cost to the city

**Total Cost:** \$786,829.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:**

Engineering contract with Garver to provide construction engineering and inspection services to assist with surveying and ALDOT documentation for the Northern Bypass project.

**RESOLUTION NO. 23-**

**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, Alabama and Garver, L.L.C., in a Not-to-Exceed (NTE) Ceiling Price of ONE MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$1,731,724.00) for Engineering Construction Administration Services for Martin Road Roadway Improvements, Phase II, Project No. 65-10-RD07 & ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251), 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 the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Construction Administration Services for Martin Road Roadway Improvements, Phase II, Project No. 65-10-RD07 & ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251)," consisting of a total of seventeen (17) pages plus forty-five (45) additional pages consisting of Attachments 1-15, and the date of December 21, 2023, 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 21st day of December, 2023.

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

**APPROVED** this the 21st day of December, 2023.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**HUNTSVILLE NORTHERN BYPASS**

**Project ID Number 65-10-RD08 & ALDOT Project No. CRSA-STPHV-  
PE10(917)  
December 7, 2023**

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**President or President Pro Tem of the City  
Council of the City of Huntsville, AL  
Date: December 7, 2023**

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**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**HUNTSVILLE NORTHERN BYPASS**  
Project ID No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917)

THIS AGREEMENT made as of the 7th day of December in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called ENGINEER).

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

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

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

- 1.1** Professional Engineering Services for Construction Administration of Huntsville Northern Bypass 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.
- 1.4** The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

**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 to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

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

#### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 3. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications, or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws, or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause

during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

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

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER.
- 5.6 The OWNER's review of any documents prepared by the ENGINEER, or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of December 8, 2023 and the final completion date for construction administration services will be December 31, 2026.

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 SEVEN HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$786,829.00) 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   | \$786,829.00               |
| <b>TOTAL CONTRACT AMOUNT:</b>          | <b><u>\$786,829.00</u></b> |

## **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. The coverage should include waiver of subrogation.

**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. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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 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.

## **11.6 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.

## **11.7 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.

## **11.8 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.

## **11.9 STRICT COMPLIANCE**

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

## **11.10 WAIVER**

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

## **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or

unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

**11.12 ETHICS**

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

**11.13 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ENGINEER:  
GARVER, L.L.C.**

**OWNER:  
CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Ryan Patton

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

TITLE: \_\_\_\_\_  
Senior Project Manager

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

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

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

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2023.

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2023.

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

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

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

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

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

**(Refer to letter dated November 22, 2023, from Scott Leach to Jacob Stephens and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

November 22, 2023

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

Attn: Mr. Jacob Stephens, PE

**RE: Construction Engineering and Inspection Support Services Proposal  
City of Huntsville Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917)  
Huntsville Northern Bypass from 1.2 Miles East of CR-86 (Pulaski Pike)  
To 1,500' East of SR-1 (US-431)  
In the City of Huntsville, Madison County, AL**

Mr. Stephens:

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

Based on our initial project scoping meeting, we understand the City will provide full-time inspectors who are certified and/or qualified to perform the day-to-day construction inspection that is required. Garver staff will provide periodic support for the City's inspectors in performing the required inspection and documentation required on an ALDOT project of this nature. We also understand that you will be fulfilling the role of Project Engineer. Garver will provide contract administration, documentation, and maintain the project files. The Total Estimated Not-to-Exceed Fee based on Time and Materials that we propose for performing our scope of services is \$786,829.00 and is based on the 450 Working Days allowed for this project. I would estimate a construction completion date of July 31, 2026, at this time. Our fee schedule is valid until July 31, 2026.

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

Sincerely,  
Garver, LLC

Scott C. Leach, PE  
Senior Project Manager

**Appendix A – Scope of Services**

City of Huntsville Project No. 65-10-RD08 and ALDOT Project No. CRSA-STPHV-PE10(917)  
 Huntsville Northern Bypass from 1.2 Miles East of CR-86 (Pulaski Pike) to 1500' East of SR-1 (US-431)  
 In the City of Huntsville, Madison County, Alabama

Garver, LLC, (Consultant) shall assist the City of Huntsville, Alabama (the City), in performing construction engineering and inspection and contract administration services for this project. This shall be an hourly, not-to-exceed Agreement. The Consultant shall provide services, personnel and equipment as required by the City and further defined as follows:

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES****1.0 PURPOSE:**

To provide the City with construction engineering, periodic, and contract administration for the Huntsville Northern Bypass from East of Pulaski Pike to East of SR-1 (US-431) (the Project).

**SCOPE:**

The Consultant shall be responsible for administrative functions and as-needed assistance in construction engineering and inspection as defined in this Scope of Work and referenced manuals and procedures. The Consultant will assist the City in using effective control procedures to assure the construction of Project is performed in reasonable conformity with plans, specifications and contract provisions. The Consultant shall provide professional, technical and administrative personnel, meeting requirements of the City in appropriate numbers at proper times to ensure responsibilities assigned under this Agreement are effectively fulfilled. Services shall be performed in general accordance with established standard procedures and practices of the Alabama Department of Transportation (ALDOT). The Consultant shall maintain close coordination with the City and the Contractor(s) to ensure adequate personnel are available to perform the Scope of Services.

**2.0 DEFINITIONS:**

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Bureau of Construction: One of the Bureaus of ALDOT charged with administering ALDOT's construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, Consultant: Qualified individual who has been assigned as the person in charge of a construction contract.  
 Project Manager, City: Qualified individual who has been assigned by the City to manage the Construction Engineering and Inspection contract formulated by this Agreement and will be in responsible charge and direct control of the Project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.

- J. Region Engineer: Administrative head of ALDOT's Region(s) or their designated representative.
- K. District Engineer: Administrative head of ALDOT's District(s) or their designated representative.
- L. State Bridge Engineer: Administrative head of ALDOT's Bureau of Bridge.
- M. State Design Engineer: Administrative head of ALDOT's Bureau of Design.
- N. Consultant: Consultant firm(s) retained by ALDOT/City to perform construction engineering and administrative functions as defined in this Agreement.
- O. State Materials and Tests Engineer: Administrative head of ALDOT's Bureau of Materials & Tests.
- P. Area Materials Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT's Area Office.
- Q. Consultant Design Engineer: Consultant designer retained to design aforementioned project.
- R. Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this Agreement in ALDOT's Area Office.
- S. City Engineer: Administrative head of the City's Public Works and/or Engineering Department and/or their designated representative.

### 3.0 ITEMS TO BE FURNISHED BY THE CITY (or ALDOT) TO THE ENGINEER:

- A. The City will provide two (2) copies of the Executed Construction contract to the Consultant.
- B. Adequate supply of standard forms used in fulfilling technical services of this Agreement.

### 4.0 ITEMS FURNISHED BY THE CONSULTANT:

#### A. Document Compliance

The requirements outlined within printed documents are a condition of this contract. One copy of each shall be available at Consultant's office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this Agreement.

1. All active Construction Information Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this Agreement shall be furnished to the Consultant in a timely manner by ALDOT's Area Office Construction Engineer.
2. Guidelines for Operations issued by ALDOT.
3. All Technical Advisories and Memorandums issued, prior to or after execution of this Agreement, by ALDOT's State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this Agreement shall be furnished to the Consultant in a timely manner by ALDOT's Area Office Materials and Tests Engineer.
4. ALDOT's Testing Manual as issued by ALDOT's State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms.

5. ALDOT Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection.
  6. Applicable ALDOT Standard Specifications for Highway Construction.
  7. Applicable Roadway and Traffic Design Standards.
  8. ALDOT's manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer.
  9. FHWA Manual on Uniform Traffic Control Devices.
- B. The Consultant shall provide all survey equipment, photographic equipment, tapes, rulers, field books and other items necessary for the satisfactory performance of work. Quantity and quality of the items shall meet City's approval.
- C. Consultant shall provide other routine items necessary for satisfactory performance of work.

#### 5.0 LIASON:

Consultant shall be responsible for fulfilling functions described by this Agreement. Consultant's activities and decisions relating to Project are subject to review by the City. Consultant shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement. Personnel shall not be assigned to Project without approval of City. Construction engineering and administrative forces shall be required of the Engineer as directed by the City. If construction contract is suspended, the Consultant's forces shall be adjusted at the direction of the City to correspond with type of suspension, either complete suspension or partial suspension.

#### 6.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this Agreement, the City shall conduct reviews of various phases of Consultant's operations and administrative activities. Reviews shall be conducted to determine compliance with this Agreement and sufficiency with which procedures are being effectively applied. These reviews are to assure that administrative activities are performed in reasonable conformity with ALDOT policies, plans, specifications, and contract provisions. The City shall have complete access, at all times, to project site, project office, all project records, and any other Consultant items associated with Project or this Agreement. The Consultant shall cooperate and assist the City representatives when conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by Consultant in conformance with the City's recommendations. The City's remedial recommendation and the Consultant's actions are to be properly documented by the City. The Consultant shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the Consultant's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Consultant, upon receipt of written notice of such defects from the City, shall correct such errors, omissions, or noncompliance at its own expense. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. Consultant shall fully cooperate with and assist in making such reviews.

#### 7.0 REQUIREMENTS:

##### A. General:

It will be Consultant's responsibility to perform contract administration to document construction information provided by City inspectors. Consultant shall advise City and notify the City of any omissions, substitutions, defects, and/or deficiencies noted in the work of Contractor and/or inspectors and recommend corrective action(s).



B. Project Inspection:

The Consultant shall provide services to document Contractor's construction operations, provided such information is supplied by the City's inspectors. The City shall test, observe and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and contract provisions. The State and/or City shall monitor all off-site activities and fabrication (including pre-stress production). The City shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the State for inspection of construction projects are set out in the State's Construction Manual. The City shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

C. Testing:

The City will perform – or have performed – sampling and testing of materials and completed work items to the extent it will assure materials and workmanship incorporated in Project is in reasonable conformity with plans, specifications and contract provisions. The City will meet minimum sampling frequencies set out in State's Testing Manual. City reserves the right to require additional sampling and testing. The City will be responsible for securing control samples and using test results to determine acceptability of all materials and completed work items. The City will be responsible for verification of certified test reports as required by Bureau of Materials and Tests, DOT label, DOT stamp, etc., as needed. The City will be responsible for progress record sampling. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The City will inform ALDOT of schedules for sampling and testing as work progresses so sampling can be accomplished by the State at proper times. Sampling and testing will be as required by ALDOT's Testing Manual or as modified by contract provisions.

D. Management Engineering Services:

Consultant shall assist the City in performing management engineering services necessary to: assure proper coordination of activities of parties involved to accomplish completion of project; maintain complete, accurate records of activities and events relating to project; properly document significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to City to resolve disputes that may arise in relation to construction contract; and maintain adequate surveillance of Contractor's activities. Consultant shall perform other management engineering services normally assigned to a project that are required to fulfill Consultant's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. Consultant services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for project. Record significant information revealed and decisions made at conference and distribute copies of said minutes to appropriate parties. Consultant may be required to conduct the pre-construction conference.
2. Assist the City in maintaining full and accurate daily record of all activities and events relating to Project. Record work completed by Contractor, including quantities of pay items in conformity with Final Estimate preparation procedures and specifications. Consultant will prepare Monthly Progress Pay Estimates based on the acceptable work performed by contractor each month in accordance with ALDOT Pay Estimate preparation procedures and specifications. Consultant shall report to the City changes in pay items, project time, or cost as soon as they become known to Consultant.

3. The City shall complete and maintain Project Diaries and Inspector's Daily Reports as requested by the State. Said diaries and reports shall be kept up-to-date on a daily basis.
4. The City shall maintain a project log of all materials entering into work with proper identification of basis of acceptance for each shipment of material for Consultant's files.
5. The City shall maintain project records of sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The City will verify, certify and document work items requiring performance periods (curing period, operational period, etc.) All documentation will be provided to Consultant for the Project files.
6. Prepare and submit monthly to the City a comprehensive tabulation of quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date based on City's quantity field books. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Assist the City in interpretations of plans, specifications and contract provisions. The City may consult with the Consultant when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered in construction thru circumstance that may or may not be under control of Contractor, requiring a degree of engineering evaluation and decision. Field problems may involve the following: out of tolerance work, out of specification material, structural defect, accidental damage, underground obstruction, etc. These problems may impact execution, progress, cost or quality of project. It is of importance problems be resolved expeditiously. Upon request, the Consultant will assist the City to ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the City will assemble relevant information to include proposals from Contractor. The City will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances. The City, with assistance from the Consultant upon request, will make recommendations on a course of action to minimize delays and costs while achieving an acceptable result. Engineer of Record (Designer) or State Construction Engineer, depending on the nature of the proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the City will be responsible for ensuring the State is provided all relevant information and shall appraise and make recommendations of project related circumstances that may have an influence upon the solution. The City, with assistance from Consultant upon request, shall first utilize its own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing City personnel and resources, the City shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. The City shall consider likely impacts upon project in regard to costs, delays, potential claims, management, contract administration, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The City shall make these assessments in order to formulate recommendations and will then forward said assessments and recommendations to the State, together with proposals from Contractor. Upon request, the Consultant shall be a liaison and cooperate with the City in resolving any problems.

Upon resolution and approval of a technical solution, the City will ensure approved remedial measures are completed in a technically competent and satisfactory manner. Consultant will assist the City with contract administration and management normally associated with implementing remedial measures. In situations where the City or Consultant does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under their area of control, they will formulate their assessment and recommendation and cooperate in resolving the problem. The City will ensure proposals, reviews, assessments, recommendations and decisions are executed expeditiously in order to minimize delays and costs.

9. Upon request, Consultant will assist the City in analyzing change to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. The City will recommend changes to ALDOT for approval. Approval must be obtained before changes or extra work.
10. When a modification to the original contract is required, due to a necessary change in character of work, the City, shall negotiate prices with Contractor. Consultant will assist the City upon request. The City will distribute Supplemental Agreements and obtain required approvals.
11. If Contractor gives written or verbal notice certain work is out of scope of construction contract and intends to claim additional compensation, the City will maintain accurate documentation in accordance with contract requirements of cost involved in such work.
12. In the case where Contractor submits a claim for additional compensation, the City will analyze submittal, with assistance from the Consultant upon request. Consultant may be asked to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. The City shall maintain complete and accurate documentation of work involved in such claims.
13. In the case where Contractor submits request for extension of allowable contract time, the City, with assistance from Consultant if requested, will analyze request and prepare recommendation covering accuracy of statements and effect of delaying factors on completion of controlling work items. The City will make recommendations as necessary on all delays and provide documentation to Consultant for the Project file. This recommendation is needed to justify time extension.
14. Consultant shall prepare and submit to the City a final estimate with documentation and one (1) set of record red-line plans, based upon the documentation provided by the City. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the City, Consultant shall assist the City in preparing for litigation hearings that may occur during the term of this Agreement in connection with the Project. **(Extra Work and not included in Consultant's scope of services or fee proposal.)**
16. Consultant shall monitor and review Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures.
17. Consultant will review and monitor Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist State's Equal Employment Opportunity Specialist as requested, and review and monitor D.B.E. (Disadvantaged Business Enterprises) activities to ensure compliance of contract goals.
18. The City will review and document construction as needed to determine if construction activities violate of any permits. The City will notify Contractor of violations or potential violations and require his immediate resolution of said problem. Violations shall be reported immediately and copies will be provided to Consultant for the Project file.

19. Shop drawing/sample submittal and approvals will be logged by the State. Tracking will include maintaining a log book of the status of each submittal progressing thru review and approval. The Consultant will assist the City in encouraging all reviewers to accomplish reviews promptly.
20. Upon request, the Consultant will assist the City and/or Contractor and utility companies in resolving conflicts so conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation will be maintained according to the State's procedures.
21. The City may conduct meetings with Contractor, sub-contractor, and utility companies to review plans, schedules, problems or other areas of concern. The Consultant will attend these meetings upon request. Results of these meetings shall be recorded in project diary and documentation will be provided to Consultant for the Project file.
22. The City may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays. The Consultant will assist in these field reviews upon request.
23. Consultant may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the City of these inquiries. **(Extra Work and not included in Scope.)**
24. The City may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete the construction project. The Consultant may assist the City upon request.

#### 8.0 SUBCONSULTANT SERVICES:

No subconsultant services are included in Consultant's Scope and Fee proposal.

#### 9.0 CLAIMS REVIEW **(Additional Services not included in this Agreement):**

If Contractor for Project submits a claim for additional compensation and/or time after Consultant has completed this Agreement, Consultant will, by written request from the City, analyze the claim, prepare a recommendation, based upon the information provided, to the City covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services will be mutually agreed between the City and Consultant before performing Services.

- A. Consultant may, upon written request, assist City in preparing for hearings or litigation that occur after Consultant's contract time in connection with Project covered by this Agreement.
- B. Consultant shall, upon written request, provide qualified Engineers, Inspectors and/or Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the City in any litigation or hearings in connection with said construction contract.

**APPENDIX B - Manday Estimate and Fee Proposal**

City of Huntsville Project No. 65-10-RD08 and ALDOT Project No. CRSA-STPHV-PE10(917)  
 Huntsville Northern Bypass from 1.2 Miles East of CR-86 (Pulaski Pike) to 1500' East of SR-1 (US-431)  
 In the City of Huntsville, Madison County, AL

11/22/2023

We are recommending a budget allowance for CE&I Services on this project based on the following estimates:

| LABOR ESTIMATE                         |                     |                     | Total            | Comments/Assumptions                                |
|--|---------------------|---------------------|------------------|---|
| Employee Classification                | Hourly Billing Rate | Estimated Man-hours |                  |   |
| Senior Project Manager                 | \$296.92            | 38                  | \$11,283         | Avg of 5 minutes per work day (0.25 hours per week) |
| Professional Civil Engineer            | \$190.13            | 150                 | \$28,520         | Avg of 20 minutes per work day (1 hour per week)    |
| Sr. Inspector                          | \$172.37            | 336                 | \$57,916         | Avg of 0.75 hours per work day (2.4 hours per week) |
| Level II Inspector                     | \$129.64            | 40                  | \$5,186          | Avg of 5 minutes per work day (0.25 hours per week) |
| Senior Technician                      | \$136.20            | 2800                | \$381,360        | Avg of 6.0 hours per work day (20 hours per week)   |
| Land Surveyor                          | \$201.05            | 200                 | \$40,210         | Construction quantity verification surveys          |
| 2-Man Survey Crew                      | \$125.48            | 2000                | \$250,960        | Construction quantity verification surveys          |
| <b>Total Estimated Labor Charges =</b> |                     |                     | <b>\$775,434</b> |   |

| Estimate of Project Related Direct Costs and Expenses |           |             | Total           | Comments/Assumptions                      |
|---|-----------|-------------|-----------------|---|
|   | Rate/Unit | Total Units |                 |   |
| Reimbursable Mileage                                  | \$0.655   | 9,000       | \$5,895         | 20 miles per Work Day = 9,000 miles       |
| Supplies, Copies, Postage, etc.                       | Varies    | N/A         | \$5,000         | Total Amount Estimated for other expenses |
| <b>Sub-total Direct Costs =</b>                       |           |             | <b>\$10,895</b> |   |
| <b>+ 10% Profit on Expenses =</b>                     |           |             | <b>\$500</b>    |   |
| <b>Total Direct Costs =</b>                           |           |             | <b>\$11,395</b> |   |

**Construction Materials Testing Subconsultant (N/A) = \$0**  
**+ 5% Sub-Consultant Administration = \$0**  
**Total Sub-Consultant Services = \$0**

Hourly Billing Rates are based on Garver's FY 2022 ALDOT approved FAR/Audited CFR Part 3 and employees we expect to use on the project. Our approved Indirect Cost Rate of 194.03% & FCCM Rate of 0.68% has been used for employee hourly billing rates. 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)**

**Grand Total Estimated Budget = \$786,829**

Note: This Fee Proposal Estimate is based on construction being completed within the 450 Working Days allowed for the project. Based on prior experience, we expect 450 Working Days to be equivalent to approximately 140-weeks duration.

**Huntsville Northern Bypass from 1.2 Miles East of CR-86 (Pulaski Pike) to 1500' East of SR-1 (US-431)  
In the City of Huntsville, Madison County, AL**

**City of Huntsville Project No. 65-10-RD08 and ALDOT Project No. CRSA-STPHV-PE10(917)**

**MANHOOR ESTIMATE**

| <b>GENERAL SCOPE OF CONSTRUCTION ENGINEERING &amp; INSPECTION SERVICES TO BE PROVIDED</b>   |  | Senior Project Manager | Professional Civil Engineer | Senior Inspector | Level II Inspector | Senior Technician | Land Surveyor | 2-Man Survey Crew |
|---|--|------------------------|-----------------------------|------------------|--------------------|-------------------|---------------|-------------------|
| <b>A. General</b>   |  |                        |                             |                  |                    |                   |               |                   |
| 1. Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.*    |  | 8                      | 28                          | 60               | 20                 | 200               |               |                   |
| <b>B. Survey Controls</b>   |  |                        |                             |                  |                    |                   | 200           | 2000              |
| 1. Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.                     |  |                        | 2                           |                  |                    |                   |               |                   |
| <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 * |  | 6                      | 28                          | 200              | 20                 | 320               |               |                   |
| <b>D. Testing (Materials Sampling &amp; Testing Provided by others under contract with City.)</b>   |  |                        |                             |                  |                    |                   |               |                   |
| 1. Coordinate with City as needed to assist in appropriate sampling & testing of construction materials as required by ALDOT Testing Manual                           |  | 2                      | 8                           | 8                |                    | 40                |               |                   |
| <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                      | 2                           | 1                |                    | 8                 |               |                   |
| 2. Complete & Maintain full & accurate daily record of activities & events related to project, Record work completed by Contractor, including pay item quantities *   |  | 2                      | 2                           | 8                |                    | 300               |               |                   |
| 3. Complete & Maintain Project Diaries and Inspector's Daily Reports as required by ALDOT on a daily basis *  |  | 2                      | 2                           | 8                |                    | 240               |               |                   |
| 4. Maintain a project log of all materials entering into work with proper identification basis of acceptance for each shipment of material *                          |  |                        |                             | 8                |                    | 240               |               |                   |
| 5. Maintain & analyze records of sampling & testing accomplished; Record field reports; verify, certify, & document work items requiring performance periods *        |  |                        |                             | 8                |                    | 300               |               |                   |
| 6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate *     |  | 2                      | 8                           | 8                |                    | 300               |               |                   |
| 7. Interpret Plans, Specifications & Contract provisions; Consult with ALDOT/City as needed when interpretation may have impact on cost/quality of work *             |  | 2                      | 8                           | 8                |                    | 80                |               |                   |
| 8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions *                 |  | 2                      | 8                           | 4                |                    | 20                |               |                   |
| 9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommend changes for ALDOT/City approval * |  | 2                      | 8                           | 2                |                    | 20                |               |                   |
| 10. Negotiate prices for modifications to original contract if required due to necessary changes in character of work; prepare/submit recommendations *               |  | 1                      | 4                           | 1                |                    | 20                |               |                   |
| 11. Maintain accurate documentation of costs involved in work; contractor claims is beyond original scope of construction contract *                                  |  |                        | 2                           | 1                |                    | 8                 |               |                   |
| 12. Maintain accurate documentation of work involved in contractor claims for additional compensation; prepare recommendations on validity & reasonableness *         |  |                        | 2                           | 1                |                    | 8                 |               |                   |
| 13. Analyze contractor request for extension of allowable contract time; Prepare recommendation covering accurate summary of statements & events (Extra Work)         |  |                        |                             |                  |                    |                   |               |                   |
| 14. Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for contract including all changes made to plans *                    |  | 6                      | 16                          | 2                |                    | 240               |               |                   |
| 15. Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with the project as needed (Extra Work)            |  |                        |                             |                  |                    |                   |               |                   |
| 16. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance *         |  |                        |                             | 1                |                    | 120               |               |                   |
| 17. Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals *            |  |                        |                             | 1                |                    | 120               |               |                   |
| 18. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such *         |  |                        |                             | 1                |                    | 60                |               |                   |
| 19. Actively encourage the review of all logged shop drawings, working drawings, sample submittals & approval requests so approvals are accomplished promptly *       |  | 1                      | 4                           |                  |                    | 12                |               |                   |
| 20. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed *     |  |                        |                             | 1                |                    | 16                |               |                   |
| 21. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary *   |  | 4                      | 16                          | 2                |                    | 80                |               |                   |
| 22. Conduct & Document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays *                                |  |                        |                             | 2                |                    | 40                |               |                   |
| 23. Respond to Inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and inform City/State of inquiries (Extra Work)               |  |                        |                             |                  |                    |                   |               |                   |
| 24. Prepare Requests for Information to Engineer of Record and/or engineering recommendations on work that may necessitate changes to Design Plans *                  |  |                        |                             |                  |                    |                   |               |                   |
| <b>Total Hours by Classification Estimated for Construction Engineering &amp; Inspection Services:</b>  |  | <b>38</b>              | <b>150</b>                  | <b>336</b>       | <b>40</b>          | <b>2800</b>       | <b>200</b>    | <b>2000</b>       |

NOTE: The estimated hours for performing the above tasks are based on a 450 Working Day construction contract and the anticipated time and effort required. Underruns in any task(s) may be used to offset overruns in any task(s)  
\* = NOTE: Garver's anticipated scope of work is primarily contract administration and documentation management. City staff will be fulfilling the role of Engineer and Inspection. Garver will assist the City in performing certain tasks for these roles upon request.



**Exhibit B**  
**City of Huntsville**  
**Huntsville Northern Bypass**  
**2023 Hourly Rate Schedule**

| <b>Classification</b>         | <b>Rates</b> |
|-------------------------------|--------------|
| <b>Engineers / Architects</b> |              |
| E-1                           | \$ 120.00    |
| E-2                           | \$ 148.00    |
| E-3                           | \$ 168.00    |
| E-4                           | \$ 200.00    |
| E-5                           | \$ 235.00    |
| E-6                           | \$ 275.00    |
| E-7                           | \$ 380.00    |
| <b>Planners</b>               |              |
| P-1                           | \$ 145.00    |
| P-2                           | \$ 172.00    |
| P-3                           | \$ 220.00    |
| P-4                           | \$ 245.00    |
| P-5                           | \$ 285.00    |
| <b>Designers</b>              |              |
| D-1                           | \$ 115.00    |
| D-2                           | \$ 137.00    |
| D-3                           | \$ 155.00    |
| D-4                           | \$ 180.00    |
| <b>Technicians</b>            |              |
| T-1                           | \$ 100.00    |
| T-2                           | \$ 115.00    |
| T-3                           | \$ 135.00    |
| T-4                           | \$ 170.00    |
| <b>Surveyors</b>              |              |
| S-1                           | \$ 56.00     |
| S-2                           | \$ 71.00     |

|                         |           |
|-------------------------|-----------|
| S-3                     | \$ 90.00  |
| S-4                     | \$ 120.00 |
| S-5                     | \$ 185.00 |
| S-6                     | \$ 205.00 |
| 2-Man Crew (Survey)     | \$ 210.00 |
| 3-Man Crew (Survey)     | \$ 255.00 |
| 2-Man Crew (GPS Survey) | \$ 230.00 |
| 3-Man Crew (GPS Survey) | \$ 280.00 |

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**Construction Observation**

|     |           |
|-----|-----------|
| C-1 | \$ 110.00 |
| C-2 | \$ 145.00 |
| C-3 | \$ 195.00 |
| C-4 | \$ 250.00 |
| C-5 | \$ 285.00 |

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**Resource Specialists**

|      |           |
|------|-----------|
| RS-1 | \$ 95.00  |
| RS-2 | \$ 135.00 |
| RS-3 | \$ 185.00 |
| RS-4 | \$ 245.00 |
| RS-5 | \$ 300.00 |
| RS-6 | \$ 375.00 |
| RS-7 | \$ 420.00 |

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**Environmental Specialists**

|      |           |
|------|-----------|
| ES-1 | \$ 90.00  |
| ES-2 | \$ 120.00 |
| ES-3 | \$ 145.00 |
| ES-4 | \$ 185.00 |
| ES-5 | \$ 235.00 |
| ES-6 | \$ 285.00 |
| ES-7 | \$ 365.00 |
| ES-8 | \$ 400.00 |

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**Project Controls**

|      |           |
|------|-----------|
| PC-1 | \$ 100.00 |
| PC-2 | \$ 135.00 |
| PC-3 | \$ 170.00 |
| PC-4 | \$ 220.00 |
| PC-5 | \$ 265.00 |
| PC-6 | \$ 330.00 |
| PC-7 | \$ 420.00 |



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**Management / Administration**

|      |           |
|------|-----------|
| AM-1 | \$ 57.00  |
| AM-2 | \$ 90.00  |
| AM-3 | \$ 120.00 |
| AM-4 | \$ 150.00 |
| AM-5 | \$ 200.00 |
| AM-6 | \$ 250.00 |
| AM-7 | \$ 300.00 |
| M-1  | \$ 385.00 |

Agreement for Professional Services  
Huntsville Northern Bypass

Garver Project No. 2302162

**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:

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

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

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

710309583  
AL TAX ID

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

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

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

Signature: [Handwritten Signature] Title (if applicable): Regional Office Administrator

Type or legibly write name: JERRY D. McCaskey Date: 1/6/12

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

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

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

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



**Exhibit B**  
**City of Huntsville**  
**Huntsville Northern Bypass**  
**2023 Hourly Rate Schedule**

| <b>Classification</b>         | <b>Rates</b> |
|-------------------------------|--------------|
| <b>Engineers / Architects</b> |              |
| E-1                           | \$ 120.00    |
| E-2                           | \$ 148.00    |
| E-3                           | \$ 168.00    |
| E-4                           | \$ 200.00    |
| E-5                           | \$ 235.00    |
| E-6                           | \$ 275.00    |
| E-7                           | \$ 380.00    |
| <b>Planners</b>               |              |
| P-1                           | \$ 145.00    |
| P-2                           | \$ 172.00    |
| P-3                           | \$ 220.00    |
| P-4                           | \$ 245.00    |
| P-5                           | \$ 285.00    |
| <b>Designers</b>              |              |
| D-1                           | \$ 115.00    |
| D-2                           | \$ 137.00    |
| D-3                           | \$ 155.00    |
| D-4                           | \$ 180.00    |
| <b>Technicians</b>            |              |
| T-1                           | \$ 100.00    |
| T-2                           | \$ 115.00    |
| T-3                           | \$ 135.00    |
| T-4                           | \$ 170.00    |
| <b>Surveyors</b>              |              |
| S-1                           | \$ 56.00     |
| S-2                           | \$ 71.00     |

|                         |           |
|-------------------------|-----------|
| S-3                     | \$ 90.00  |
| S-4                     | \$ 120.00 |
| S-5                     | \$ 185.00 |
| S-6                     | \$ 205.00 |
| 2-Man Crew (Survey)     | \$ 210.00 |
| 3-Man Crew (Survey)     | \$ 255.00 |
| 2-Man Crew (GPS Survey) | \$ 230.00 |
| 3-Man Crew (GPS Survey) | \$ 280.00 |

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**Construction Observation**

|     |           |
|-----|-----------|
| C-1 | \$ 110.00 |
| C-2 | \$ 145.00 |
| C-3 | \$ 195.00 |
| C-4 | \$ 250.00 |
| C-5 | \$ 285.00 |

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**Resource Specialists**

|      |           |
|------|-----------|
| RS-1 | \$ 95.00  |
| RS-2 | \$ 135.00 |
| RS-3 | \$ 185.00 |
| RS-4 | \$ 245.00 |
| RS-5 | \$ 300.00 |
| RS-6 | \$ 375.00 |
| RS-7 | \$ 420.00 |

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**Environmental Specialists**

|      |           |
|------|-----------|
| ES-1 | \$ 90.00  |
| ES-2 | \$ 120.00 |
| ES-3 | \$ 145.00 |
| ES-4 | \$ 185.00 |
| ES-5 | \$ 235.00 |
| ES-6 | \$ 285.00 |
| ES-7 | \$ 365.00 |
| ES-8 | \$ 400.00 |

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**Project Controls**

|      |           |
|------|-----------|
| PC-1 | \$ 100.00 |
| PC-2 | \$ 135.00 |
| PC-3 | \$ 170.00 |
| PC-4 | \$ 220.00 |
| PC-5 | \$ 265.00 |
| PC-6 | \$ 330.00 |
| PC-7 | \$ 420.00 |

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**Management / Administration**

|      |           |
|------|-----------|
| AM-1 | \$ 57.00  |
| AM-2 | \$ 90.00  |
| AM-3 | \$ 120.00 |
| AM-4 | \$ 150.00 |
| AM-5 | \$ 200.00 |
| AM-6 | \$ 250.00 |
| AM-7 | \$ 300.00 |
| M-1  | \$ 385.00 |

Agreement for Professional Services  
Huntsville Northern Bypass

Garver Project No. 2302162

All rates will remain in effect through the  
duration of the project





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

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

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

| <b>REQUIREMENT</b>   | <b>SUBMIT TO</b>     | <b>SUBMITTAL REQUIREMENT DATE</b>                                   | <b>NUMBER OF COPIES</b> | <b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b> |
|--|----------------------|---|-------------------------|---|
| 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;<br>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<br>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 11**

| NO. | DESCRIPTION | DATE | BY | CHKD. |
|-----|-------------|------|----|-------|
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |
|     |             |      |    |       |


**PROJECT NAME AND INFORMATION**  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA

**TITLE SHEET**  
AREA RESERVED FOR THE OWNER  
DATE ISSUED FOR THE OWNER

CONSTRUCTION PLANS FOR  
**PROJECT NAME**  
PROJECT INFORMATION  
FOR THE  
**CITY OF HUNTSVILLE**  
HUNTSVILLE, ALABAMA  
(PROJECT NO. XXXXXXXXX )

**SAMPLE STANDARD DRAWING FORMAT**

LOCATION MAP HERE



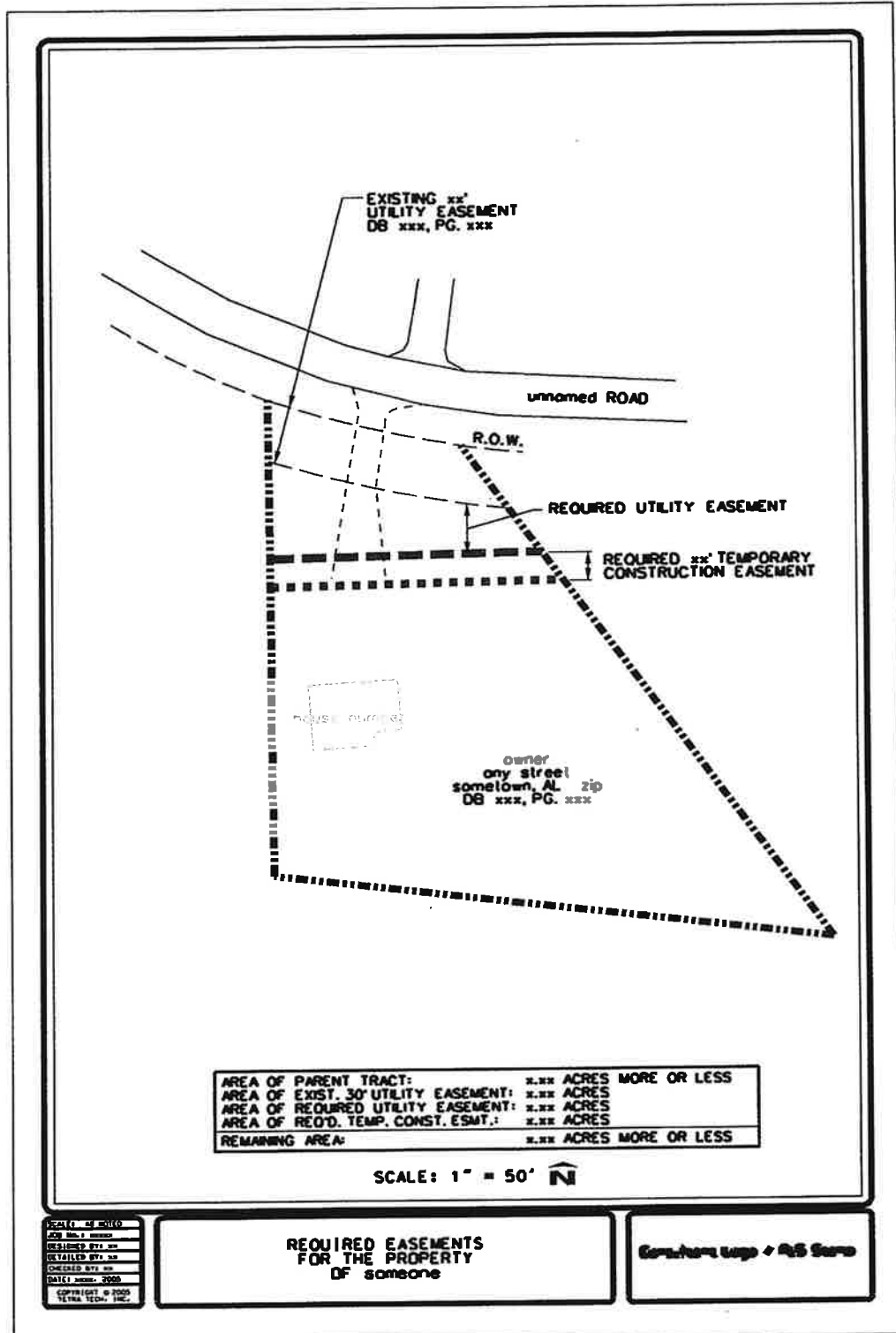
MAP LOCATION

**HUNTSVILLE**  
The Star of Alabama

**INDEX OF DRAWINGS**

|   |           |       |
|---|-----------|-------|
|   | SHEET NO. | TITLE |
| INDEX TO DRAWINGS SHALL BE PLACED ON        |           |       |
| SECOND SHEET IF POSSIBLE OTHERWISE IT SHALL |           |       |
| BE THE SECOND SHEET IN THE SET.             |           |       |

# 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 benchmarks, 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 1/2" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### Overall Project Land Acquisition Maps

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

##### Color Standards (SAMPLE)

| <u>Description</u> | <u>Color</u> | <u>Line Style</u> | <u>Type</u>    |
|--------------------|--------------|-------------------|----------------|
| Existing ROW       | Red          | Medium Dashed     |                |
| Proposed ROW       | Red          | Solid             | Closed Polygon |
| Existing Easements | Orange       | Medium Dashed     |                |
| Proposed Easements | Orange       | Solid             | Closed Polygon |
| TCE                | Pink         | Solid             | Closed Polygon |

#### **DESCRIPTIONS:**

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

#### **GENERAL:**

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

**ATTACHMENT 15 - GIS BASE MAP**

| DESIGN LEVEL | CONTENTS   | LINE CODE | COLOR | WEIGHT | TEXT SIZE  | FONT | CELL NAME |
|--------------|--|-----------|-------|--------|------------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20         | 0    |           |
| 2            | Benchmarks   | 0         | 0     | 0      |            |      |           |
| 3            | Private Street Text                                    | 0         | 105   | 0      | 20         | 0    |           |
| 3            | Street Text  | 0         | 3     | 0      | 20 (or 18) | 0    |           |
| 4            | Street R/W   | 7         | 0     | 0      |            |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |            |      |           |
| 6            | Street Pavement  | 0         | 3     | 0      |            |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |            |      |           |
| 6            | Private Streets  | 0         | 105   | 0      |            |      |           |
| 6            | Proposed Private Road                                  | 3         | 105   | 0      |            |      |           |
| 7            | Parking Lots   | 1         | 3     | 1      |            |      |           |
| 7            | Private Lots used as Roads                             | 1         | 105   | 1      |            |      |           |
| 8            | Secondary Roads--Private                               | 2         | 105   | 0      |            |      |           |
| 8            | Secondary Roads  | 2         | 3     | 0      |            |      |           |
| 8            | Trails   | 3         | 3     | 0      |            |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20         | 0    |           |
| 10           | Sidewalks  | 5         | 3     | 0      |            |      |           |
| 11           | Bridges/Culverts/Paved Ditches                         | 0         | 0     | 0      |            |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |            |      |           |
| 12           | Hydrology -- Minor, Ditches                            | 7         | 1     | 0      |            |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25         | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |            |      |           |
| 15           | Greenways  | 3         | 48    | 0      |            |      |           |
| 16           | Speed Tables   | 0         | 3     | 0      |            |      | TCALM     |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |            |      | RR        |
| 18           | Railroad Text  | 0         | 2     | 0      | 25         | 0    |           |
| 19           | Railroad R/W   | 2         | 2     | 0      |            |      |           |
| 20           | Utility Poles (Cell)                                   | 0         | 5     | 0      |            |      | P POLE    |
| 21           | Utility Easements                                      | 3         | 5     | 0      |            |      |           |
| 22           | Utility Text   | 0         | 5     | 1      |            |      |           |
| 23           | Geographic Names                                       | 0         | 3     | 1      |            |      |           |
| 24           | Building Structures                                    | 0         | 0     | 0      |            |      |           |
| 24           | Pools and Text   | 0         | 1     | 0      | 10         | 1    |           |
| 24           | Future Site of Structures                              | 2         | 0     | 0      |            |      | STRUCT    |
| 24           | Existing Structures (exact location and shape unknown) | 2         | 0     | 0      |            |      | STRCEX    |
| 25           | Property Lines/ refuge bdy.                            | 6         | 6     | 1      | 30         | 1    |           |
| 26           | Cadastral Polygons                                     | 6         | 6     | 0      |            |      |           |
| 27           | Ownership Text   | 0         | 6     | 1      |            |      |           |
| 28           | Cemeteries/Text  | 4         | 6     | 0      | 10         | 1    |           |
| 29           | Lot Numbers  |           |       |        | 25         | 0    |           |
| 30           | Block Numbers  |           |       |        | 30         | 0    |           |
| 31           | Addition Names   | 0         | 0     | 0      | 35         | 0    |           |
| 32           | Open   |           |       |        |            |      |           |
| 33           | Lot Ticks  |           |       |        |            |      |           |
| 34           | Lot Lines/Property Lines                               | 6         | 6     | 0      |            |      |           |
| 35           | Trees/Hedge Rows                                       | 0         | 6     | 0      | AS=1       |      | TREES     |
| 36           | GPS Monuments  | 0         | 5     | 0      | 18         | 23   | CONTRL    |
| 37           | 2' Topo Contour  |           |       |        |            |      |           |
| 38           | 5' Topo Contour  | 0         | 7     | 0      |            |      |           |

|    |                                     |   |     |   |       |   |                  |
|----|-------------------------------------|---|-----|---|-------|---|------------------|
| 39 | 25' Major Topo Contour              | 0 | 7   | 0 |       |   |                  |
| 40 | X Spot Elevation                    | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA Monuments/Labels               | 0 | 3/0 | 0 | 18    | 1 | FEMA             |
| 42 | Quarter Sections                    |   |     |   |       |   |                  |
| 43 | Section Lines                       | 0 | 5   | 0 |       |   |                  |
| 44 | Features                            | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                         | 0 | 12  | 0 | AS=1  |   | CELTWR           |
| 45 | Fences (Pattern)                    | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                       | 0 | 0   | 0 |       |   | Limleg<br>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<br>(point cell) |   |     |   |       |   |                  |
| 63 | Open                                |   |     |   |       |   |                  |