



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/21/2023

File ID: TMP-3658

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 Martin Road Roadway Improvements, Phase II, Project No. 65-10-RD07 & ALDOT Project No. CRSAHV-STPAA-STPHV-4520 (251).

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: up to \$397,170.20

Total Cost: \$1,985,851.00

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:

A contract with Garver to provide construction engineering, inspection and administrative services for Martin Road Phase II between Old Jim Williams and Laracy Drive. The project consists of approximately 1.5 miles of new 5-lane curb and gutter roadway. Construction services will be in accordance with ALDOT construction inspection requirements to include surveying, testing and project management services during construction. The cost is estimated at 10% of the construction cost and will be on a time and materials basis.

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 NINE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$1,985,851.00) 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 "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 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.

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

APPROVED this the 21st day of December, 2023.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
MARTIN ROAD ROADWAY IMPROVEMENTS, PHASE II

**Project ID Number 65-10-RD07 & ALDOT Project No. CRSAHV-STPAA-
STPHV-4520(251)
December 21, 2023**

**President or President Pro Tem of the City
Council of the City of Huntsville, AL
Date: December 21, 2023**

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**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
FOR
MARTIN ROAD ROADWAY IMPROVEMENTS, PHASE II
Project ID Number 65-10-RD07 & ALDOT Project No. CRSAHV-STPAA-
STPHV-4520(251)**

THIS AGREEMENT made as of the 21st 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 Martin Road Roadway Improvements, Phase II, 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 22, 2023. The final completion date for the completion of construction administration services, as outlined in Article 3, will be December 22, 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 ONE MILLION NINE HUNDRED EIGHT-FIVE THOUSAND EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$1,985,851.00) 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	\$1,985,851.00
TOTAL CONTRACT AMOUNT:	<u>\$1,985,851.00</u>

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 for more information;

- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications, and other documents.

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 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.**

BY: _____
Scott Leach

TITLE: _____
Senior Project Manager

ATTEST: _____

Given under my hand this _____ day
Of _____, 2023.

Notary Public

My commission expires _____

**OWNER:
CITY OF HUNTSVILLE**

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day
Of _____, 2023.

Notary Public

My commission expires _____

ATTACHMENT 1
SCOPE OF SERVICES

(Refer to letter dated December 11, 2023, from Scott Leach to Kathy Martin and Jacob Stephens and attachments).



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

December 11, 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 Services Proposal
ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251)
Additional Lanes on James Record Rd. from Laracy Dr. to Trademark Dr. and
On CR-11 (Martin Rd) from Trademark Dr. to CR-12 (Old Jim Williams Rd)
In the City of Huntsville, Madison County, AL**

Mr. Stephens:

We appreciate the opportunity to submit this proposal for performing the Construction Engineering and Inspection (CE&I) Services required for this project. Included herewith is our Man-Day Estimate, Fee Proposal, and Scope of Services.

The Total Estimated Not-to-Exceed Fee based on Time and Materials that we propose for performing our scope of services is \$1,985,851 and is based on the 350 Working Days allowed for this project. Also included are proposals from our subconsultants, S&ME, Inc. and OMI, Inc. S&ME will be performing NPDES and Stormwater Inspections. Their proposed fee is \$30,220. OMI will be performing construction materials testing. Their proposed fee is \$223,907. Garver's Total Proposed Fee is \$1,731,724 which includes \$12,706 for 5% subconsultant administration. I would estimate a construction completion date of January 31, 2025, at this time. Our fee schedule is valid until January 31, 2025.

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

A handwritten signature in blue ink, appearing to read 'Scott C. Leach', written over a light blue horizontal line.

Scott C. Leach, PE
Senior Project Manager

Appendix A – Scope of Services

ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251)

Additional Lanes on James Record Road from Laracy Drive to Trademark Drive and on CR-11 (Martin Road) from Trademark Drive to CR-12 (Old Jim Williams Road)
In the City of Huntsville, Madison County, Alabama

Garver, LLC, (Engineer) shall perform – or have performed – construction engineering and inspection, materials sampling and testing and contract administration services for the City of Huntsville, Alabama (the City). This shall be an hourly, not-to-exceed Agreement. The Engineer 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, inspection, materials sampling, testing and contract administration for the Additional Lanes on James Record Road and Martin Road from Laracy Drive to Old Jim Williams Road (the Project).

SCOPE:

The Engineer shall be responsible for construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The Engineer shall use effective control procedures to assure the construction of Project is performed in reasonable conformity with plans, specifications and contract provisions. The Engineer 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 Engineer 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, Engineer: 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. **Engineer:** Consultant firm(s) retained by ALDOT/City to perform all 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 Engineer.
 - B. Adequate supply of standard forms used in fulfilling technical services of this Agreement.
- 4.0 **ITEMS FURNISHED BY THE ENGINEER:**
- A. **Document Compliance**
The requirements outlined within printed documents are a condition of this contract. One copy of each document shall be available at Engineer'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 Engineer 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 Engineer 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 Engineer 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. Engineer shall provide other routine items necessary for satisfactory performance of work.

5.0 LIASON:

Engineer shall be responsible for fulfilling all functions required by this Agreement. Engineer's activities and decisions relating to Project are subject to review by the City. Engineer 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 inspection forces shall be required of the Engineer at all times when required by the City. If construction contract is suspended, the Engineer'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 ENGINEER:

During the period of this Agreement, the City shall conduct reviews of various phases of Engineer's operations, such as construction inspection, materials sampling and testing 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 construction work and 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 Engineer items associated with Project or this Agreement. The Engineer 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 Engineer in conformance with the City's recommendations. The City's remedial recommendation and the Engineer's actions are to be properly documented by the City. The Engineer 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 Engineer's services hereunder contain errors, omissions, or are not compliant with terms of said contract, the Engineer, 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. The Engineer shall fully cooperate with and assist in making such reviews.

7.0 REQUIREMENTS:

A. General:

It will be Engineer's responsibility to provide services necessary for contract administration to produce construction in reasonable conformity with plans, specifications, and contract

provisions. Engineer shall advise City and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

B. Project Inspection:

The Engineer shall provide services to monitor and document Contractor's construction operations. Engineer 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 other contract provisions. The State and/or City shall monitor all other off-site activities and fabrication (including pre-stress production). Engineer 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. Engineer shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

C. Testing:

Engineer will perform 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. Engineer will meet minimum sampling frequencies set out in State's Testing Manual. City reserves the right to require additional sampling and testing. Engineer will be responsible for securing control samples and using test results to determine acceptability of all materials and completed work items. Engineer will be responsible for verification of certified test reports as required by Bureau of Materials and Tests, DOT label, DOT stamp, etc., as needed. Engineer will be responsible for progress record sampling. City will monitor effectiveness of Engineer testing procedures thru surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. Engineer will inform City of schedules for sampling and testing as work progresses so sampling can be accomplished by 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:

Engineer shall perform 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.

Engineer shall perform other management engineering services normally assigned to a project that are required to fulfill the Engineer's responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. Engineer 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. Engineer may be required to conduct the pre-construction conference.
2. Complete and maintain 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. Engineer 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. Engineer shall report to the City changes in pay items, project time, or cost as soon as they become known to Engineer.

3. 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. Maintain a project log of all materials entering into work with proper identification of basis of acceptance for each shipment of material.
5. 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. Engineer will verify, certify and document work items requiring performance periods (curing period, operational period, etc.)
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. 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. Provide interpretations of plans, specifications and contract provisions. Engineer shall consult with the City 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. Engineer will ensure solutions are pursued and implemented as quickly as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, Engineer will assemble relevant information to include proposals from Contractor. Engineer will document and evaluate these in a concise and orderly manner, by reviewing all information and circumstances. Engineer will make recommendations to the City 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, Engineer will be responsible for ensuring the City is provided all relevant information and shall appraise and make recommendations to the City of project related circumstances that may have an influence upon the solution. In particular, Engineer shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing Engineer personnel and resources, Engineer shall assess both the technical and contractual implications upon said project of any proposals presented by Contractor. Engineer 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 engineer shall make these assessments in order to formulate his recommendations and will then forward the said assessments and recommendations to the City, together with proposals from Contractor. The Engineer shall be a liaison and cooperate with the City in resolving any problems. Upon resolution and approval of a

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

9. Engineer will analyze change to plans, specifications, contract provisions and extra work that appear necessary to fulfill intent of contract. Engineer will recommend changes to the City 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, Engineer, in conjunction with the City, shall negotiate prices with Contractor and prepare and submit a recommendation to the City for approval. 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, Engineer 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, Engineer will analyze submittal in conjunction with the City. Engineer may be required to provide recommendation on validity and reasonableness of requested additional compensation and/or contract time extension. Engineer 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, Engineer will analyze request and prepare recommendation to the City covering accuracy of statements and effect of delaying factors on completion of controlling work items. Engineer will make recommendations weekly, or at other times as necessary, to the City on all delays. This recommendation is needed to justify time extension.
14. Engineer shall prepare and submit to the City a final estimate with documentation and one (1) set of record red-line plans. 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, Engineer 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 Engineer's scope of services or fee proposal.)**
16. Engineer shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures.
17. Engineer will review and document 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 document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
18. Engineer will review and document construction to extent necessary to determine if construction activities violate requirements of any permits. Project Manager will notify Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the City immediately.

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. Engineer will encourage all reviewers to accomplish reviews promptly.
20. Engineer will assist 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. Project Manager or Engineer on project may conduct meetings with Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. Results of these meetings shall be recorded in project diary.
22. Engineer may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. Engineer 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.
24. Engineer 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.

8.0 SUBCONSULTANT SERVICES:

The Engineer will subcontract materials sampling and testing services to OMI, Inc. and will subcontract NPDES Stormwater Inspection services to S&ME, Inc. Their proposals, scope of services, and fee schedules are attached as **Appendix C**.

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 Engineer has completed this Agreement, Engineer will, by written request from the City, analyze the claim, prepare a recommendation 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 Engineer before performing Services.

- A. Engineer will, upon written request, assist City in preparing for hearings or litigation that occur after Engineer's contract time in connection with Project covered by this Agreement.
- B. Engineer 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

ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251)
 Additional Lanes on James Record Rd from Laracy Dr to Trademark Dr and on CR-11 (Martin Rd) from Trademark Dr to CR-12 (Old Jim Williams Rd)
 Madison County, AL

12/4/2023

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

LABOR ESTIMATE	Hourly		Estimated Man-hours	Total	Comments/Assumptions
	Billing Rate	Rate			
Senior Project Manager	\$296.92		525	\$155,883	Average of 1.5 hours per working day
Professional Civil Engineer	\$190.13		1050	\$199,637	Average of 3.0 hours per working day
Sr. Inspector	\$172.37		3150	\$542,966	Average of 9.0 hours per working day
Level II Inspector	\$129.64		2800	\$362,992	Average of 8.0 hours per working day
Senior Technician	\$136.20		1400	\$190,680	Average of 4.0 hours per working day
Land Surveyor	\$201.05		160	\$32,168	Construction quantity verification surveys
2-Man Survey Crew	\$125.48		1600	\$200,768	Construction quantity verification surveys
Total Estimated Labor Charges =				\$1,685,093	

Estimate of Project Related Direct Costs and Expenses	Rate/Unit	Total Units	Total	Comments/Assumptions
Reimbursable Mileage	\$0.655	35,000	\$22,925	100 miles per Work Day = 35,000 miles
Supplies, Copies, Postage, etc.	Varies	N/A	\$10,000	Total Amount Estimated for other expenses
Sub-total Direct Costs =			\$32,925	
+ 10% Profit on Expenses =			\$1,000	
Total Direct Costs =			\$33,925	

Construction Materials Testing Subconsultant (OMI, Inc.) = \$223,907
 NPDES Stormwater Inspections (S&ME, Inc.) = \$30,220
 + 5% Sub-Consultant Administration = \$12,706
Total Sub-Consultant Services = \$266,833

Hourly Billing Rates are based on Garver's FY 2022 ALDOT approved FARI/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 = \$1,985,851

Note: This Fee Proposal Estimate is based on construction being completed within the 350 Working Days allowed for the project. Based on prior experience, we expect 350 Working Days to be equivalent to approximately 110-weeks duration.

Additional Lanes on James Record Rd from Laracy Dr to Trademark Dr and on CR-11 (Martin Rd) from Trademark Dr to CR-12 (Old Jim Williams Rd)
Madison County, AL

ALDOT Project No. CRSAHV-STPAA-STPHV-4520(251)

MANHOUR ESTIMATE

GENERAL SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED		Senior Project Manager	Professional Civil Engineer	Senior Inspector	Level II Inspector
A. General		160	320	60	26
1. Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.					
B. Survey Controls			2		
1. Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.					
C. Project Inspection					
1. Monitor & document contractor's operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities		160	320	2600	2700
D. Testing (Materials Sampling & Testing Proposal from OMI, Inc. is attached as Appendix C.)					
1. Coordinate with Contractor & OMI, Inc to ensure appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual		4	8	40	8
E. Management Engineering Services					
1. Attend/Conduct/Participate in Pre-Construction Conference, record information at conference, and prepare & distribute copies of meeting minutes		4	4	2	
2. Complete & Maintain full & accurate daily record of activities & events related to project, Record work completed by Contractor, including pay item quantities		24	48	32	8
3. Complete & Maintain Project Diaries and Inspector's Daily Reports as required by ALDOT on a daily basis		24	60	32	8
4. Maintain a project log of all materials entering into work with proper identification basis of acceptance for each shipment of material		4	16	20	4
5. Maintain & analyze records of sampling & testing accomplished; Record field reports; verify, certify, & document work items requiring performance periods		4	16	20	4
6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate		24	48	32	4
7. Interpret Plans, Specifications & Contract provisions; Consult with ALDOT/City as needed when interpretation may have impact on cost/quality of work		24	48	32	4
8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess Impacts; Recommend Solutions		24	48	16	
9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommend changes for ALDOT/City approval		8	16	6	
10. Negotiate prices for modifications to original contract if required due to necessary changes in character of work; prepare/submit recommendations		4	4	4	
11. Maintain accurate documentation of costs involved in work contractor claims is beyond original scope of construction contract			1	4	1
12. Maintain accurate documentation of work involved in contractor claims for additional compensation; prepare recommendations on validity & reasonableness			1	2	1
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		10	8	8	2
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)					1
16. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance		3	5	4	2
17. Review & document Contractor compliance w/ EEO & AA requirements; Assit State's EEO Specialist; Review & Document DBE activities per contract goals		3	5	8	2
18. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such		6	10	8	2
19. Actively Encourage the review of all logged Shop drawings, working drawings, sample submittals & approval requests so approvals are accomplished promptly		6	6		1
20. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed		5	16	4	2
21. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary		8	16	16	4
22. Conduct & Document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays		4	8	200	200
23. Respond to Inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and Inform City/State of inquiries		4			2
24. Prepare Requests for Information to Engineer of Record and/or engineering recommendations on work that may necessitate changes to Design Plans		8	16		2
Total Hours by Classification Estimated for Construction Engineering & Inspection Services:		525	1050	3150	2800

NOTE: The estimated hours for performing the above tasks are based on a 350 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)

APPENDIX C



August 2, 2023

Garver Engineering
5125 Research Drive NW
Huntsville, Alabama 35805

Attention: Mr. Scott Leach

Reference: **Proposal for NPDES Construction Services
Martin Road Widening**
Huntsville, Madison County, Alabama
S&ME Proposal No. 23820131

Dear Mr. Leach:

S&ME, Inc. is pleased to submit this proposal for providing environmental consulting services related to storm water permitting and inspection for the Martin Road Widening project. The proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

◆ Project Information

Project information was supplied by Mr. Jacob Stephens with the City of Huntsville in an email to Mr. Patrick Curwen with S&ME on April 7, 2023. Additional requests were made by Mr. Stephens to Mr. Curwen in an email on July 31, 2023. Additional information was obtained from the plan sheets prepared by S&ME for the project. S&ME understands it will be working as a subconsultant for Garver Engineering on this project.

The City of Huntsville intends to widen Martin Road / James Record Road beginning 2,500 feet west of the intersection of James Record Road and Wall Triana Highway and ending approximately 200 feet west of the intersection with Martin Road and Old Jim Williams Road in Huntsville, Madison County, Alabama. The project also consists of three side roads, a bridge, culverts, a railroad crossing, and road intersections. The widening includes approximately 26 disturbed acres and 1.4 miles of roadway and is scheduled to take approximately one and a half years to complete.

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

When the project is complete and all disturbed areas have been suitably stabilized, ADEM requires that a Termination Request be filed. A Spill Prevention Control and Countermeasures (SPCC) Plan is also required by this permit if fuel, chemicals, or pollutants are stored on site during construction.



Proposal for NPDES Construction Services
Martin Road Widening
 Huntsville, Madison County, Alabama
 S&ME Proposal No. 23820131

The receiving waters for the subject construction site are Bradford Creek and Betts Spring Branch. Bradford Creek and Betts Spring Branch are not listed on the 2022 303(d) list, nor has a Total Maximum Daily Load (TMDL) been established; therefore, the subject site **is not** considered a Priority Construction Site as defined by the Construction General Permit.

S&ME understands the City of Huntsville is requesting that S&ME conduct the required weekly, monthly, post-precipitation, and semi-annual inspections.

◆ Scope of Services

Task 1 – Monthly and Post-Precipitation Site Inspections

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

S&ME will conduct the required site inspections, as needed, and complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each site inspection. Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

S&ME estimates an average of two inspections per month over the course of the project. These inspections are required until all disturbed areas have been fully reclaimed, permanently stabilized, or perennial vegetative cover is established. **With an expected project duration of 18 months, S&ME anticipates performing 36 site inspections.**

Task 2 – Weekly Inspections of Active Disturbance within the Banks of a Waterbody

Part III.H.3(f) of the Construction General Permit requires that a site inspection be performed at least once a week on all active disturbance occurring within the banks of a waterbody. Disturbances are planned within the banks of Bradford Creek for the bridge replacement between Station 62+00 and Station 65+00.

S&ME will conduct the required inspections at a minimum of once per week until the disturbance/activity impacting the waterbody is complete and the disturbed area within the stream banks is fully stabilized. Following each inspection, S&ME will complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23). Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

The weekly inspections will be performed concurrently with the monthly and post-precipitation inspections when possible. **For budgeting purposes, S&ME assumes 36 weekly inspections will be conducted in addition to the 36 monthly/post-precipitation inspections.**



Proposal for NPDES Construction Services
Martin Road Widening
 Huntsville, Madison County, Alabama
 S&ME Proposal No. 23820131

Task 3 – Semi-Annual CBMPP Evaluation

The Construction General Permit requires that the Qualified Credentialed Professional perform an on-site evaluation of the erosion and sediment controls once every six months. S&ME will conduct the required semi-annual evaluations and complete the ADEM NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each evaluation. **With an expected project duration of 18 months, S&ME anticipates performing three semi-annual CBMPP evaluations.**

Task 4 – NPDES Voluntary Termination

To apply for permit termination, the Qualified Credentialed Professional must confirm that the regulated activity authorized by the Construction General Permit has been completed; construction/industrial effects removed; solid waste/debris properly disposed of; disturbed areas have been fully reclaimed, suitably stabilized, or perennial vegetative cover established; and storm water discharges do not represent an adverse impact to water quality.

After conducting a site inspection and determining that the termination criteria have been met, S&ME will complete the Voluntary Termination (ADEM Form 21) via AEPACS. The Voluntary Termination will be certified by a Professional Engineer acting as the Qualified Credentialed Professional. The Permittee will be responsible for submitting the Voluntary Termination to ADEM via AEPACS.

◆ Excluded Services

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

- Assessment of the facility's compliance with regulations other than the Construction General Permit
- Daily site observations as required by the Construction General Permit
- Wetlands identification and/or delineation
- Archeological identification
- Preparation of corrective action plans or enforcement responses

◆ Compensation

Based on the information provided to us and the activities as described under the Scope of Services outlined above, S&ME proposes the following budgets:

Task	Unit Fee	Units	Budget
1. Monthly and Post Precipitation Site Evaluations	\$510	36	\$18,360
2. Weekly Inspections within a Waterbody	\$260	36	\$9,360
3. Semi-Annual CBMPP Evaluations	\$740	3	\$2,220
4. Termination Request	\$280	1	\$280
TOTAL PROPOSED BUDGET (18 MONTHS)			\$30,220



Proposal for NPDES Construction Services

Martin Road Widening

Huntsville, Madison County, Alabama

S&ME Proposal No. 23820131

The proposed budgets will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

◆ Use of Proposal/Report

This proposal is intended solely for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and resulting deliverable is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

◆ Closing

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of work or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink that reads "Patrick Curwen".

Patrick Curwen
Assistant Project Manager

A handwritten signature in blue ink that reads "Deborah J. Jones".

Deborah J. Jones P.E.
Senior Engineer

Attachments: S&ME Agreement for Services (Form AS-071)



November 29, 2023

Garver
5125 Research Dr. NW
Huntsville, AL 35805

ATTN: Mr. Scott Leach

SUBJECT: Proposal for Construction Materials Testing Services
Martin Road
Huntsville, AL
OMI Proposal No. P-6890

Ladies and Gentlemen:

OMI is pleased to present this proposal to provide Construction Materials Testing (CMT) services for the above-referenced project. In preparation of this proposal OMI has reviewed drawings for the planned project.

OMI is a full service geotechnical, environmental, and construction materials testing firm. Our in-house laboratory is **AASHTO** and **U.S. Army Corps of Engineers** accredited. OMI has a staff of professional engineers, graduate engineers, project managers, environmental scientists, ecologists, and field technicians available to help you achieve your project goals.

It is not economically feasible to perform enough exploratory borings to identify all subsurface conditions along the entire length of the project. Some conditions influencing the design may not become known until construction is in progress. Close monitoring of the mass grading and construction operations will be critical in achieving the intended design recommendations and subgrade structural support. Therefore, we recommend OMI be present to monitor and/or provide recommendations during earthwork and construction operations as needed. As observations and inspections are completed, OMI will provide Garver with reports submitted on the appropriate ALDOT Bureau of Materials and Tests (BMT) forms.

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OMI Proposal No. P-6890
November 29, 2023
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PROJECT INFORMATION

OMI understands that approximately 1.4 miles of Martin Road from Trademark Drive to Old Jim Williams Road is scheduled for additions and improvements. Additional lanes will be added from Laracy Drive to Trademark Drive.

SCOPE OF SERVICES

OMI will provide the following CMT services in general accordance with ALDOT, ASTM, AASHTO, the International Building Code (IBC), U.S. Army Corps of Engineers procedures, or other accepted engineering practice.

Earthwork - Observations/Sampling/Testing

OMI will perform observations and testing during the earthwork activities as part of the quality control for the project. Observations and testing will include, but are not limited to, the following:

1. **Preliminary Subgrade Observations:** OMI will observe the site after it has been stripped where appropriate, to compare the exposed soils with the condition identified in the subsurface report. An OMI Project Manager will observe a proof roll of areas to receive fill prior to fill placement. The Project Manager will be available to provide recommendations for additional undercutting that may be required due to unsuitable subgrade soil conditions and provide recommendations to Garver as needed. In the event areas proof rolled require undercutting, a follow up evaluation and/or proof roll will be conducted by the Project Manager once undercuts have been completed to observe that suitable conditions are present to begin fill operations.
2. **Density Testing:** An OMI Engineering Technician will observe fill placement for conformance with project requirements, perform nuclear density testing and document moisture/density test results during earthwork operations. Field Density testing will be



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OMI Proposal No. P-6890
November 29, 2023
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performed for all structural fill areas, including trench backfilling and/or other excavations in structural fill areas as requested by the client.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Manager and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform the required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

Subgrade for Pavement Areas - Observation/Sampling/Testing:

OMI will perform observations and testing during the preparation of subgrade for paving as part of the quality control for the project. Observations and testing will include, but are not limited to, the following:

1. **Initial Soil Subgrade Observations:** The OMI Project Manager will observe a proof roll of subgrade areas once passing soil density tests have been performed. This proof roll will check for soft areas prior to the placement of crushed aggregate base stone.
2. **Density Testing:** An OMI Engineering Technician will perform in-place nuclear density testing of crushed aggregate base stone to check that field compaction meets project requirements.
3. **Final Proof Roll:** The OMI Project Manager will observe a final proof roll of the crushed aggregate base stone once passing nuclear density tests have been performed and prior to asphalt placement. This proof roll will check for soft areas prior to asphalt placement.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Manager and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform the required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.



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OMI Proposal No. P-6890
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Cast-in-Place Concrete – Storage/Sampling/Testing:

During Construction, OMI will provide sampling and testing for all cast-in-place structural concrete. Garver will be responsible for notifying OMI prior to placing concrete and for on-site storage of field cast test cylinders. Adequate notice should be given to ensure the testing frequency requirements are properly followed.

1. **Specimen Storage:** OMI assumes the Contractor will provide on-site storage containers (curing boxes) capable of controlling temperatures within the range specified by ASTM C31 and ALDOT specifications for initial curing of the concrete cylinder samples.
2. **Concrete Sampling:** OMI will collect samples and perform tests for slump, outside air and concrete temperature, entrained air content (and unit weight, when applicable) when cylinders are made. When requested, OMI will obtain one composite sample for each day's pour of each concrete mixture for every 50 cubic yards placed and mold sets of 4 cylinder samples (6"x12") for compressive strength testing. Sampling frequency will be in accordance with ALDOT specifications, provided OMI is appropriately notified. Additional cylinders will be made upon request and billed according to the attached fee schedule.
3. **Compressive Strength Testing:** OMI understands that ALDOT will perform compressive strength tests on all cylinders. However, OMI can perform these tests if necessary and they will be billed according to the attached fee schedule. OMI understands the cast cylinders will be transported by Garver to the ALDOT First Division Laboratory prior to the test date. If required, OMI can provide this service. Transportation fees will be billed according to the attached fee schedule.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to



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perform the required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.

Asphalt Pavement – Sampling/Testing:

OMI will perform tests and observations in the pavement areas to include:

1. Observations During Paving: OMI will observe the placement of asphaltic materials and record production temperatures as specified in the job specifications.
2. Asphalt Coring: OMI will direct the contractor where to cut core samples for the in-place asphalt using a coring machine. Samples will be obtained in accordance with ALDOT specifications using the random number method for core location selection.
3. Asphalt Lab Testing: OMI understands that ALDOT will perform laboratory testing of all asphalt samples obtained on this project. However, OMI can perform these tests if necessary and they will be billed according to the attached fee schedule. OMI understands Garver will be transporting asphalt samples to the ALDOT First Division Laboratory. If required, the asphalt samples can be transported by OMI. Transportation fees will be billed according to the attached fee schedule.

Note: Non-compliant observations and/or test results will be reported to Garver's Project Engineer and/or contractor personnel so corrective action can be taken and documented. Retests for noncompliant work performed by the contractor are not included in the cost to perform the required services for this project and will be billed at the standard unit rates listed on the attached OMI Fee Schedule.



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 OMI Proposal No. P-6890
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COST

OMI, Inc., proposes to perform the testing outlined in the earthwork, subgrade, concrete, and asphalt sections above at our standard unit rates on an on-call basis for an estimated fee of **\$223,906.55**. Additional testing beyond the plans and specifications or in addition to those outlined above will be performed at the rates shown in the attached OMI Fee Schedule. The following is a breakdown of the estimated fee to perform these services:

STAFF POSTION	UNIT RATE	QTY	SUBTOTAL
Principal Engineer	\$229.72/hr.	40	\$9,188.80
Staff Engineer	\$130.18/hr.	75	\$9,763.50
Project Manager	\$100.31/hr.	200	\$20,062.00
Field Technician 1	\$52.56/hr.	1200	\$63,072.00
Field Technician 2	\$69.48/hr.	300	\$20,844.00
Administrative	\$57.34/hr.	375	\$21,502.50
TESTS/SERVICES	UNIT RATE	QTY	SUBTOTAL
Nuclear Gauge Rental	\$52.50/day	200	\$10,500.00
Field Density Tests	\$35.00	265	\$9,275.00
Proof Rolls	\$183.75	35	\$6,431.25
Measure Base Thickness	\$23.00	65	\$1,495.00
Concrete Field Equipment Rental	\$52.50/day	255	\$13,387.50
Cast Cylinder (6"x12")	\$15.00/cylinder	1020	\$15,300.00
Slump	\$12.00	255	\$3,060.00
Entrained Air Test	\$17.00	255	\$4,335.00
Unit Weight	\$23.00	255	\$5,865.00
Mileage	\$0.655/mile	15,000	\$9,825.00
TOTAL =			\$223,906.55



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ADDITIONAL SERVICES

Geotechnical Engineering and Construction Materials Testing Services for the following services are not included in the above Scope of Work, and, if required, will be provided per the OMI Standard Fee Schedule:

- Fill placement observations due to undercutting
- All additional testing beyond the plans and specifications or in addition to the work outlined above.
- Overtime rates, which are applicable for services performed prior to 7:00 AM and/or after 5:00 PM on normal weekdays and any work performed on Saturdays, Sundays, or holidays. For projects billed on an hourly basis, all work performed on-site in excess of 8 hours on a normal weekday will be billed at overtime rates.

SCHEDULE AND AUTHORIZATION

OMI, Inc., will perform the work at the direction of Garver. OMI seeks to perform all testing listed in the sections above. To achieve this goal, OMI will coordinate with and rely on the general contractor and Garver to notify OMI when testing will be required. A 24-hour notice should be given to schedule all services; however, OMI will attempt to respond to every request.

To authorize OMI, Inc. to provide these services, please execute and return the attached Work Authorization Sheet. Please indicate any special instructions or procedures on the sheet.



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* * * * *

OMI, Inc., appreciates the opportunity to provide this proposal to Garver. If you have questions regarding this proposal or if we may be of additional assistance, please contact the OMI staff listed below.

Respectfully submitted,

OMI, Inc.



James Sharp
Project Manager



Keith J. Mandel, P.E.
Principal Engineer

Attachments: General Conditions
Work Authorization Sheet
Property Access Authorization
Fee Schedule

Distribution: via email: scleach@garverusa.com





**CONSTRUCTION MATERIALS TESTING
2023 STANDARD FEE SCHEDULE**

****ON CALL BASIS****

Soil, Field Tests	Standard Rate
Field density test, nuclear gauge, 3 test min. per trip*	\$35.00 *each
Field density test, nuclear gauge, OT and weekends, 3 test min. per trip*	\$52.50 *each
Nuclear gauge rental, per day	\$52.50 each
Field density test, sand cone, drive tube	\$57.75 each
Collect bulk samples for laboratory moisture check	\$4.25 each
Collect bulk samples for laboratory tests	\$31.50 each
Moisture Content, field cook-out	\$21.00 each
Pocket Penetrometer and Static Cone Penetrometer Tests	\$3.75 each
Dynamic Cone Penetrometer Test	\$17.50 each
Soil, Lab Tests	Standard Rate
Moisture Content	\$9.00 each
Atterberg Limits, ASTM D423 and D424	\$75.00 each
Sieve analysis, ASTM D422	\$75.00 each
Wash 200 sieve, ASTM D422	\$55.00 each
Sieve and hydrometer analysis, ASTM D422	\$155.00 each
Specific gravity, ASTM D854	\$90.00 each
Unit weight, dry, undisturbed sample	\$75.00 each
Unit weight, dry, split spoon sample	\$40.00 each
Standard-or-Modified Proctor, one-point test (check plug)	\$55.00 each
Standard Proctor compaction test, ASTM D698	\$135.00 each
Modified Proctor compaction test, ASTM D1557	\$145.00 each
Organic Burnoff	\$60.00 each
PH Test	\$50.00 each
Consolidation Test, up to 10 Loads (with Rebound), ASTM D2435	\$735.00 each
Consolidation Test, w/ back pressure saturation, up to 10 Loads, ASTM D2436	\$800.00 each
Unconfined compression test, split spoon sample, ASTM D2166	\$70.00 each
Unconfined compression test, undisturbed sample	\$90.00 each
Unconfined compression test, remolded, ASTM D2166	\$110.00 each
Triaxial shear test 3 points, unconsolidated undrained	\$550.00 each
Triaxial shear test 3 points, consolidated, undrained	\$680.00 each
Triaxial shear test 3 points, consolidated, undrained, w/pore pressure	\$960.00 each
California bearing ratio (CBR) per moisture content ASTM D1883	\$540.00 each
Permeability test ASTM D5084, flexible wall	\$550.00 each
Permeability test ASTM D2434, rigid wall	\$350.00 each
Remolding samples to specified conditions	\$90.00 each
<i>Any field or lab test requiring work beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; Any work on Saturdays, Sundays, and Holidays.</i>	



**CONSTRUCTION MATERIALS TESTING
2023 STANDARD FEE SCHEDULE**

****ON CALL BASIS****

Asphalt, Field and Lab Tests	Standard Rate
Field Density Test, nuclear gauge (4 tests per location)	\$57.75 location
Nuclear gauge rental, per day	\$52.50 each
Cutting and measuring asphalt core samples	\$57.75 each
Measurement of Base thickness underlying asphalt	\$23.00 each
Bulk specific gravity, field cut cores (Lab)	\$29.50 each
Marshall density (Lab)	\$99.75 each
Marshall stability (Lab)	\$99.75 each
Asphalt extraction and sieve analysis (Lab)	\$120.75 each
Density and air voids of asphalt cores (Lab)	\$63.00 each
Theoretical Maximum Specific Gravity, Gs (Lab)	\$69.50 each
Miscellaneous	Standard Rate
Trip Charge, Huntsville/Madison (15 miles from office or less)	\$52.50 trip
Trip Charge, Huntsville/Madison (15 to 30 miles from office)	\$95.00 trip
Trip Charge (Fayetteville, Scottsboro, Decatur, Athens, Guntersville, & Arab)	\$157.50 trip
Trip Charge, Other Areas (personnel travel time plus mileage cost)*	varies *
*Mileage rate, when applicable	\$1.00 mile
Proof Roll, (soil and base stone)	\$183.75 each
Footing Inspection, (test for bearing capacity)	\$157.50 each
Rebar Inspection, (reinforcing steel)	\$157.50 each
Bolt inspection -OR- Visual weld inspection of structural steel accessible with scissor lift, ladder, or existing scaffolding	\$0.00 \$357.00 each
Bolt torque wrench rental	\$46.25 day
Concrete/Asphalt coring machine and equipment rental	\$115.00 day
Electric generator rental	\$84.00 day
Spray Applied Fireproofing - Thickness and Adhesion Test	\$89.25 each
Spray Applied Fireproofing - Density Test (Includes filed sample collection)	\$99.75 each
Personnel Rates (if applicable)	Standard Rate
Standby Time for Field Technician, in excess of 1/2 hour	\$41.00 hourly
Field Technician Level 1	\$52.56 hourly
Field Technician Level 2	\$69.48 hourly
Field Technician Level 3	\$73.50 hourly
Laboratory Technician	\$73.50 hourly
Project Manager	\$100.31 hourly
Senior Project Manager	\$140.00 hourly
Staff Engineer, Geologist, Environmental Scientist	\$130.18 hourly
Staff Environmental Scientist II	\$125.00 hourly
Senior Environmental Scientist	\$150.00 hourly
Professional Engineer or Geologist, Registered	\$150.00 hourly
Senior Engineer, Registered	\$170.00 hourly
Principal Engineer, Registered	\$229.72 hourly
Administrative Personnel	\$57.34 hourly
CADD Operator	\$73.50 hourly
<i>Personnel, Tests, Trips and Inspections requested beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; any work on Saturdays, Sundays, Holidays.</i>	
<i>*Minimum trip charge by all personnel = 2 hours.</i>	



**CONSTRUCTION MATERIALS TESTING
2023 STANDARD FEE SCHEDULE**

****ON CALL BASIS****

Environmental Services (if applicable)	Standard Rate
Preparation and Submittal of eNOI to ADEM (permit application)	\$550.00 each
Preparation of CBMPP (non-priority site)	\$1,785.00 each
Preparation and submittal of CBMPP to ADEM (priority site)	\$2,310.00 each
Pre-construction Observation/Inspection	\$420.00 each
Qualifying Rain Event/Monthly BMP inspection (less than 30 miles from OMI)	\$236.25 each
Qualifying Rain Event/Monthly BMP inspection (30-50 miles from OMI)	\$283.50 each
Six (6) Month QCP CBMPP Evaluation (non-priority)	\$525.00 each
Three (3) Month QCP CBMPP Evaluation (priority)	\$525.00 each
Minor Update to CBMPP (if required)	\$525.00 each
Preparation and Submittal of Notice of Termination (NOT)	\$420.00 each
Permit Application Fee to ADEM, cost plus 20% (If OMI pays fee for Permittee)	\$1,662.00 each
Concrete	Standard Rate
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$210.00 set (4)
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$242.50 set (5)
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$275.00 set (6)
Additional cylinders (field or lab cured), sample, cast, pick-up, test & report	\$31.50 each
Concrete Beams, flexural, cast, pick-up, cure, test & report	\$275.00 set (4)
Grout cubes (ASTM C-1019), sample, cast, pick-up, cure, cap, test & report	\$232.50 set (4)
Mortar cubes, 2-in. (ASTM C33, C40) sample, cast, pick-up, cure, test & report	\$255.00 set (6)
Slump test	\$12.00 each
Pressure Air test	\$17.00 each
Unit Weight test	\$23.00 each
OMI pick-up of concrete cylinders/beams/prisms/cubes, made by client (per set)	\$41.00 each
Concrete cylinders, beams, prisms, cubes, made by client, cure, test & report (each)	\$42.00 each
Concrete cores, diamond bit rental, per day	\$73.50 each
Concrete cores, compressive strength: cure, prepare, test & report	\$42.00 each
Rebar locator	\$136.50 day
Rebound hammer (Swiss Hammer/ Schmidt Hammer)	\$84.00 day
Floor Flatness and Levelness (10K ft ² minimum per project)	\$0.13 ft ²
Organic Impurities Test (ASTM C33, C40)	\$64.05 each
Moisture Vapor Emission Test, calcium chloride method (includes alkalinity)	\$64.05 each
CMU Individual Block Testing (ASTM C140) (includes absorption testing)	\$320.25 each
CMU Block Prism Testing (ASTM C1314)	\$435.75 each
Concrete Mix Design, includes aggregate gradations & specific gravities	\$1,625.00 each
Mix Design Verification, cylinders submitted by client	\$575.00 set (5)
Concrete Equipment Rental	\$52.50 day
Environmental/Disposal Fee	\$7.50 cyl
<i>Any field test requiring work beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; Any work on Saturdays, Sundays and Holidays</i>	

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

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

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

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

710309583
AL TAX ID

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

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

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

Signature: [Signature] Title (if applicable): Regional Office Administrator
 Type or legibly write name: JERRY D. McCreeley 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)

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE



**Exhibit B
City of Huntsville
Additional Lanes on James Record Rd & Martin Rd
2023 Hourly Rate Schedule**

Classification	Rates
Engineers / Architects	
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
Planners	
P-1	\$ 145.00
P-2	\$ 172.00
P-3	\$ 220.00
P-4	\$ 245.00
P-5	\$ 285.00
Designers	
D-1	\$ 115.00
D-2	\$ 137.00
D-3	\$ 155.00
D-4	\$ 180.00
Technicians	
T-1	\$ 100.00
T-2	\$ 115.00
T-3	\$ 135.00
T-4	\$ 170.00
Surveyors	
S-1	\$ 56.00
S-2	\$ 71.00

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

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

Construction Observation

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

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

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

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

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

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
James Record & Martin Road CE&I

Garver Project No. 2302159

All rates will remain in effect through the duration of this contract.

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

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

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

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

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

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____

CONTRACTED COMPLETION DATE: December 22, 2026 _____

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

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

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

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

 CONSULTANT DATE

 CITY PROJECT ENGINEER DATE

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

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
S&ME, Inc. 360D Quality Circle, N.W. Suite 450 Huntsville, AL 35806	NPDES and Stormwater Inspections	\$30,220.00
OMI, Inc. 5151 Research Drive, N.W. Suite A Huntsville, AL 35805	Construction Materials Testing	\$223,907.00
	SUB-TOTAL	\$254,127.00
	5% Administrative Fee	\$12,706.35
	TOTAL	\$266,833.35

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and

				Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

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

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

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

OMITTED (N/A TO THIS CONTRACT)

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

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

DO _____

DO NOT _____

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

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

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

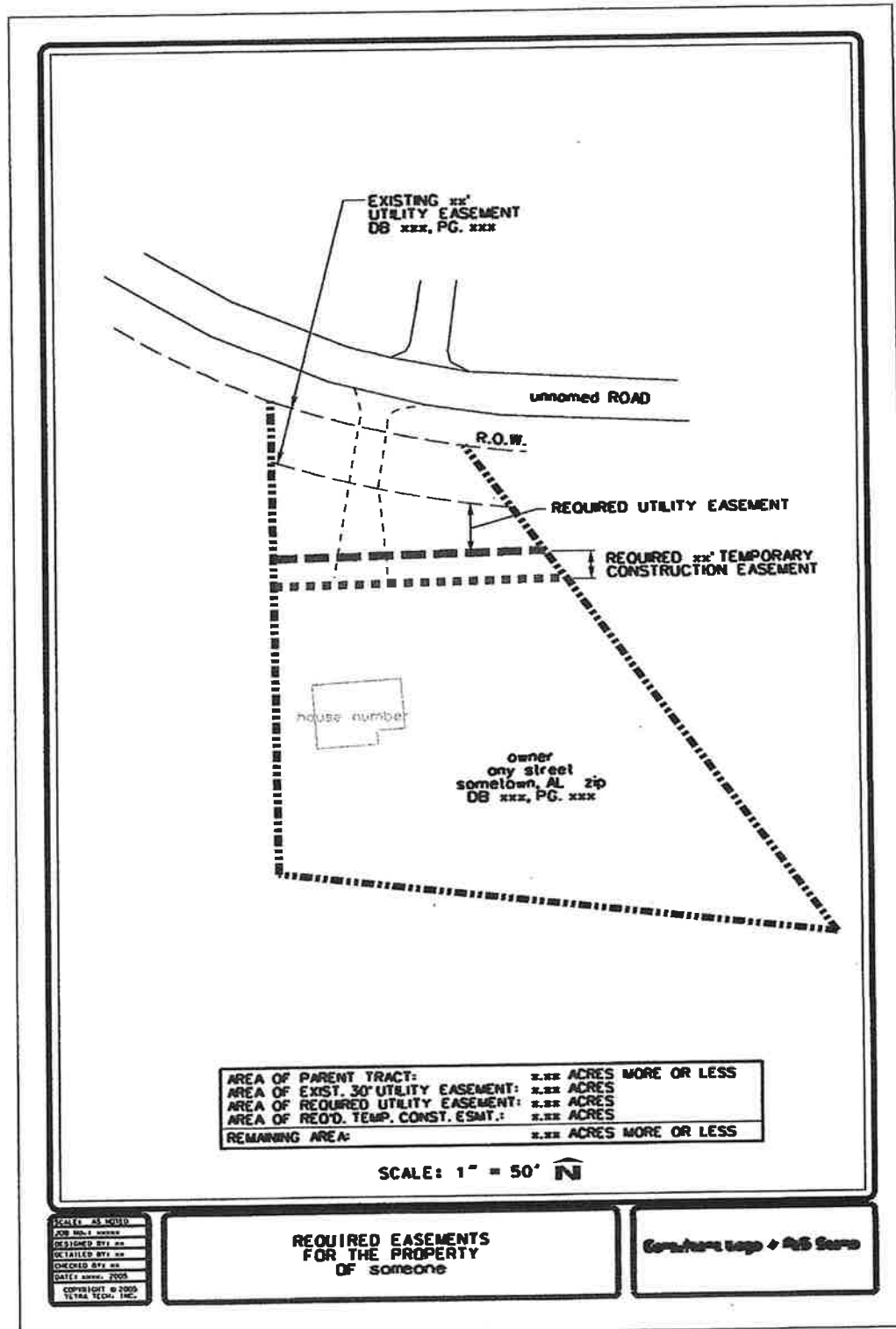
COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

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

DATE: _____

ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

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

1. **Horizontal accuracy.** For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as 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 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

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

Color Standards (SAMPLE)

<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 Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						