



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/12/2026

File ID: TMP-6672

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, and Alta Planning + Design, Inc. for a contract entitled "Governors Drive Corridor Study & Medical District Safety Action Plan."

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: TBD

City Cost Amount: \$800,000

Total Cost: \$800,000

Special Circumstances:

Grant Funded: \$800,000

Grant Title - CFDA or granting Agency: SS4A

Resolution #: 25-723

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between Alta Planning + Design, Inc. and the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and ALTA Planning + Design Inc, for the Governors Drive Corridor Study & Medical District Safety Action Plan” consisting of twelve (12) pages, and the date of March 12, 2026, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, 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 12th day of March, 2026.

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

APPROVED this the 12th day of March, 2026.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND ALTA
PLANNING + DESIGN, INC. FOR
PROFESSIONAL SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is entered into by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City” or “Client”) and Alta Planning + Design, Inc. (hereinafter referred to as “ALTA” or “Contractor”), a California corporation, on this the 26th day of February, 2026. The City and ALTA hereby agree as follows:

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work.

ALTA will coordinate with the City of Huntsville in developing the Governors Drive Corridor Study & Medical District Safety Action Plan (hereinafter the “Study”).

The Governors Drive Corridor Study & Medical District Safety Action Plan will recommend short-term to long-term ways to improve safety along the Governors Drive corridor and within the Medical District for people walking, biking, rolling, and driving. The Study & Plan will assess existing conditions, including crash history and safety concerns, multimodal traffic conditions, key destinations and land use, and challenges and opportunities.

The Scope of Work for this Agreement is described more fully in the proposal submitted by ALTA, which is attached hereto and incorporated by reference as Exhibit “A”.

ALTA shall provide its services in accordance with the normal degree of care and skill of other reputable Planners providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

2.0 Contract Amount and Payment Schedule.

The City will pay to ALTA a total amount of \$800,000 for the products and services provided by ALTA pursuant to this Agreement.

The City shall pay the said amount in monthly payments based on the percentage of the Work completed by ALTA for the month billed. Payment shall be due thirty (30) days from the date the City receives the monthly invoice from ALTA.

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Alta Planning + Design, Inc.
Contracts Department
101 SW Main St., Ste 2000
Portland, OR 97204
Contracts@Altago.com, cc MattHayes@Altago.com

City of Huntsville
Attention: Dennis Madsen
P.O. Box 308
Huntsville, Alabama 35804
(256) 427-5101
dennis.madsen@huntsvilleal.gov

3.2 Project Staff.

Consultant Principal
Matt Hayes
(919) 451-0204
MattHayes@AltaGO.com

Consultant Project Manager
Sara Kovachich
(954) 305-9376
sarakovachich@altago.com

City Project Manager
Jo Beth Gleason
(256) 427-5100
jobeth.gleason@huntsvilleal.gov

3.3 Time Period.

ALTA shall commence the work to be done pursuant to this Agreement on March 16, 2026 and shall complete said work no later than June 16, 2027.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

ALTA may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. ALTA shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. ALTA shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve ALTA of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to ALTA. Notice to terminate shall be given to ALTA by written notification mailed or hand delivered to the contact address for ALTA listed in Section 3.1 herein. In the event of such termination without cause, ALTA shall be compensated for all services actually performed prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon ALTA providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope of Work up to the receipt of the

notice of termination. ALTA shall not be liable for any finalization of such documents that were not signed and or sealed prior to termination. In such event, ALTA shall promptly submit the City its invoice for final payment. Ownership of all documents and rights thereto shall invest to City upon payment in full of final invoice

6.2 Termination for Cause

This agreement may be terminated by either party upon thirty (30) 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 and the failure of the party to cure such cause within the thirty day period.

6.3 Termination Upon Completion

If not otherwise terminated as provided for in this Agreement, this Agreement shall terminate upon the completion of the work contemplated herein or at midnight on June 16, 2027, whichever occurs first.

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or ALTA provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to ALTA.

ALTA is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of ALTA and its agents and/or employees. ALTA waives any and all rights to recovery from the City for any injuries that ALTA (and/or its agents and/or employees and/or subcontractors and their agents or employees) may sustain while performing services under this Agreement except where caused by the fault of the City.

9.0 Insurance.

ALTA shall carry insurance of the following kinds and amounts in addition to any other forms of insurance required under the terms of the contract specifications. ALTA shall procure and maintain for the duration of the job until final acceptance by the City, 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 ALTA, its agents, representatives, employees or subcontractors.

A. SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. 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 will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. 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.

3. Automobile Liability:

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

4. 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 Board of Industrial Relations. Company shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim is filed against City by a bona fide employee of Company participating under this Agreement, Company is to defend and indemnify the City from such claim.

5. Employers Liability Insurance:

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

B. LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

\$ 1,000,000 per Claim and in the annual aggregate

3. Automobile Liability:

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

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease
\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

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

1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of ALTA for products used by and completed operations of ALTA; or automobiles owned, leased, hired or borrowed by ALTA. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. ALTA's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of ALTA's insurance and shall not contribute to it.
- c. ALTA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. ALTA is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be materially changed or canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.
- c. Any self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- d. The procuring of such required policy or policies of insurance shall not be construed to limit Company's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and ALTA shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and Self-Insured Retentions, 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. All certificates are to be received and approved by the City before work commences. The City reserves the right to require copies with sensitive and confidential information redacted of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

ALTA shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

ALTA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent performance of ALTA's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property, and (2) is caused by any negligent act or omission of ALTA 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.

2. Professional Liability:

ALTA agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to reasonable attorney's fees, to the extent caused by any negligent acts, errors, or omissions of ALTA or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

ALTA agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by ALTA pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to ALTA and granting ALTA the sole right to defend such claim. In the event of any infringement or claimed infringement, ALTA, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

ALTA shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics or pandemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by ALTA with the exception of those standard details and specifications regularly used by ALTA in its normal course of business shall become and be the sole property of the City upon payment in full in accordance with the terms and conditions of this Agreement. Any reuse or modification of such Work Product for purposes other than those intended by ALTA in its scope of services shall be at the City's sole risk and without liability to ALTA.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of ALTA's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.13 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and ALTA is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) ALTA's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Shaundrika Edwards
Its: City Clerk

ALTA PLANNING AND DESIGN

By: Matt Hayes
Matt Hayes (Feb 27, 2026 15:51:07 EST)

Matt Hayes
Its: Vice President as duly authorized

2500399 - ALTA_KHA Agreement Draft_edited - Final

Final Audit Report

2026-02-27

Created:	2026-02-27
By:	Isabelle Castro (isabellecastro@altago.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbX2ciOcPEP_AGBUByQ0gKLim_0uQIM5O

"2500399 - ALTA_KHA Agreement Draft_edited - Final" History

-  Document created by Isabelle Castro (isabellecastro@altago.com)
2026-02-27 - 8:38:15 PM GMT
-  Document emailed to matthayes@altago.com for signature
2026-02-27 - 8:39:55 PM GMT
-  Email viewed by matthayes@altago.com
2026-02-27 - 8:39:59 PM GMT
-  Signer matthayes@altago.com entered name at signing as Matt Hayes
2026-02-27 - 8:51:05 PM GMT
-  Document e-signed by Matt Hayes (matthayes@altago.com)
Signature Date: 2026-02-27 - 8:51:07 PM GMT - Time Source: server
-  Agreement completed.
2026-02-27 - 8:51:07 PM GMT

