



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/12/2026

**File ID:** TMP-6510

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01.

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524025-00000000-

**City Cost Amount:** \$1,102,494.00

**Total Cost:** \$1,102,494.00

**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:**

Contract with Volkert, Inc. for streetscape improvements for approximately 3.25 miles of Holmes Avenue from Spragins Avenue to Sparkman Drive to include the new sidewalks, multiuse paths, bicycle facilities, transit, and streetscape enhancements. Scope of work includes corridor study, surveying, design, right-of-way acquisition, and limited construction administration services in accordance with Safe Streets for All (SS4A) federal grant requirements. Design and C/A services in a Lump Sum total contract amount.

**RESOLUTION NO. 26-**

**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 Volkert, Inc., in the amount of ONE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$1,102,494.00) for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Volkert, Inc., for Engineering Design & Construction Administration Services for Holmes Avenue Complete Street, Project No. 71-26-RD01," consisting of a total of twenty (20) pages plus sixty-two (62) additional pages consisting of Attachments 1-16, and the date of February 12, 2026, 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 12th day of February, 2026.

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

**APPROVED** this the 12th day of February, 2026.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**VOLKERT, INC.**  
**FOR**  
**ENGINEERING DESIGN & CONSTRUCTION**  
**ADMINISTRATION SERVICES**  
**FOR**  
**HOLMES AVENUE COMPLETE STREET**

**Project I.D Number 71-26-RD01**  
**February 12, 2026**

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President of the City Council of the City of  
Huntsville, AL  
Date: February 12, 2026**

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AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
VOLKERT, INC.  
FOR  
ENGINEERING DESIGN & CONSTRUCTION  
ADMINISTRATION SERVICES  
FOR  
HOLMES AVENUE COMPLETE STREET  
Project I.D Number 71-26-RD01

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and VOLKERT, INC., (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 Design & Construction Administration of Holmes Avenue Complete Street, 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**

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for Design & Construction Administration of Holmes Avenue Complete Street.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated, and adequate for the construction and in conformity and comply with applicable laws, codes, and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations, and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.8** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.9** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

**2.10** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

**2.11** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011).
Geoid Model:	Geoid18
Units:	US Survey Feet

**2.12** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

**2.13** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

**2.14** 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 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER**

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

- 3.2** The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.3** The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.
- 3.4** The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.
- 3.5** The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
- 3.6** The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 3.7** The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.
- 3.8** The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
- 3.9** The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.
- 3.10** The ENGINEER shall promptly review and approve or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.

- 3.11** The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.
- 3.12** The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications, and other supporting data as necessary in connection with minor changes, change order requests, and change orders.
- 3.13** The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.14** The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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

The following services of the ENGINEER are not included in Article 2. 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 February 13, 2026. The final completion date for the completion of design services shall be February 13, 2030, as outlined in Article 2. The final design date for construction administration services, as outlined in Article 3 shall coincide with the duration of the construction contract for the PROJECT. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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, by payment of the Lump Sum amount of ONE MILLION ONE HUNDRED TWO THOUSAND FOUR HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$1,102,494.00) for design services described in Article 2 and additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.3 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**

Engineering Design Services & Construction	
Administration Services – Lump Sum	\$1,102,494.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$1,102,494.00</b>

## **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to The Administrative Officer, Engineering Division, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "Lump Sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be

submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the Lump Sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

- 8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2, 3 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

## **8.4 REIMBURSABLE EXPENSES**

- 8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:
- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
  - (b) Charges for long-distance communications;
  - (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
  - (d) Actual costs of reproduction for items in excess of those included in the required services;
  - (e) Postage and handling charges incurred for drawings, specifications and other documents.
- 8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if

any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

## **8.5 W-9 TAXPAYER FORM**

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

## **ARTICLE 9 - GENERAL CONSIDERATIONS**

### **9.1 GENERAL**

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

### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "5" 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.

### **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 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. 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 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

#### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

#### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 FEDERAL IMMIGRATION LAW**

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

#### **11.10 STRICT COMPLIANCE**

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

#### **11.11 WAIVER**

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

#### **11.12 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.13 ETHICS**

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

#### **11.14 ENTIRE AGREEMENT**

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

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

**ENGINEER:  
VOLKERT, INC.**

**OWNER:  
CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Jonathan Grammer

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

TITLE: \_\_\_\_\_  
Regional Vice President

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

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

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

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

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

Of \_\_\_\_\_, 2026.

Of \_\_\_\_\_, 2026.

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

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

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

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

**ATTACHMENT 1- SCOPE OF SERVICES**

**(Refer to letter dated February 6, 2026, from Jonathan D. Grammer to Kathy Martin and attachments).**

**Volkert, Inc.**  
200 Clinton Avenue W, Ste 250  
Huntsville, AL 35801  
256-970-4787  
www.volkert.com



February 6, 2026

**ATTN: Kathy Martin**  
City of Huntsville Engineering Division  
305 Fountain Circle  
Huntsville, AL 35801

**RE: Professional Engineering Services for Final Design Services for Holmes Avenue Corridor Streetscape Improvements, City of Huntsville Project No. 71-25-SP26**

Dear Ms. Martin,

We are pleased to submit our scope of work and fee proposal for the final design and transportation engineering services for the City of Huntsville Holmes Avenue Corridor Streetscape Improvements Project. Volkert is committed to completing the project in accordance with the SS4A requirements within the timeframe required by the City, having the project construction ready by July of 2027.

We appreciate the opportunity to work with the City of Huntsville on this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan D. Grammer'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jonathan D. Grammer, PE, CCM, LEED GA  
Regional Vice President

Holmes Ave Streetscape  
Scope of Work

**SCOPE OF WORK**

The City of Huntsville (CITY) has requested Volkert, Inc. (CONSULTANT) perform engineering and environmental studies, prepare required environmental documents, perform field surveys, perform geotechnical investigations, and prepare contract plans for the Holmes Ave Streetscape Project in Huntsville, Alabama.

All work performed by the CONSULTANT under this AGREEMENT will be subject to the review, approval and acceptance of the CITY as well as review and approval by FHWA in accordance with the grant requirements. The Scope of Work is described in detail below. See Exhibit B for the Fee Proposal.

**GENERAL SCOPE OF WORK**

CONSULTANT will assist the CITY in transforming the Holmes Avenue corridor into a Complete Street to provide critical multimodal and streetscape infrastructure to improve access and safety on an underutilized transportation corridor. The project consists of providing approximately 3.25 miles of ADA compliant sidewalks and multiuse paths, bike lanes and streetscaping between Spragins Avenue and Sparkman Drive. The CONSULTANT will review the previous design plan and perform a project site visit. The CONSULTANT will refine the corridor typical section to utilize as much of the existing laneage and sidewalk as possible while still also leveraging the City's Safety Action Plan to identify the best combination of treatments to meet the program's goals. Once the CITY concurs with the preliminary design approach, the CONSULTANT will mobilize the team to begin field investigations and final design work. The final design services shall include Environmental Documentation and NEPA Compliance, Field Surveying, Geotechnical Investigations, Railroad Coordination, Utility Coordination, and PS&E Preparation (Final Plans). Once Plans are complete, the CONSULTANT will provide limited Construction Engineering and Inspection Support.

See below for more detailed Scope of Work information.

Holmes Ave Streetscape  
Scope of Work**SECTION 1 – NEPA DOCUMENTATION**  
**(ENVIRONMENTAL AND CORRIDOR STUDY)**

CONSULTANT will perform environmental studies, prepare required environmental documents, and secure corridor approval for the proposed Holmes Avenue Complete Streets Corridor Project in Huntsville, Madison County, Alabama. The proposed scope of work for this project assumes one (1) build alternative and the no build alternative will be analyzed. The roadway improvements are assumed to be approximately 3.25 miles in length. CONSULTANT will prepare a Categorical Exclusion (CE), pursuant to the National Environmental Policy Act (NEPA), for the proposed project. The CE will be prepared in accordance with the following:

- FHWA Environmental Impacts and Related Procedures regulations found in 23 CFR Part 771 along with 42 United States Code (U.S.C.) 4321 et seq.,
- National Environmental Policy Act of 1969, as amended,
- 23 U.S.C. 138 and 49 U.S.C. 303, Section 4(f) of the Department of Transportation Act of 1966, and 40 CFR 1500 et seq.,
- FHWA Technical Advisory (TA) T6640.8A dated October 30, 1987, and
- Council on Environmental Quality, Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act.

If it is determined that another NEPA Class of Action is required, a supplemental agreement would be necessary. All work performed by CONSULTANT under this agreement will be subject to the review, approval and acceptance of the City of Huntsville (CITY) and the Federal Highway Administration (FHWA). The NEPA services scope of work is described in detail below.

**Task A: Preliminary Corridor Investigation**

- **Task A-1: Obtain & Study CITY Supplied Maps**

CONSULTANT will obtain maps from the CITY that pertain to the existing infrastructure in the area. CONSULTANT will study available GIS mapping and USGS quadrangle maps

Holmes Ave Streetscape  
Scope of Work

in conjunction with on-site reviews. Existing aerial photography, digital terrain mapping (DTM) and obtained Lidar survey will be used as a base map for identifying and locating alignment constraints within the study area.

- **Task A-2: Prepare Corridor Base Maps, Identify Features & Environmental Sensitive Areas**

At the onset of the project, CONSULTANT will collect secondary source data that is readily available from various sources including federal and state agency databases. Information will also be gathered from prior studies conducted along the study corridor and from previous stakeholder and public outreach efforts. A field reconnaissance visit will be conducted to verify the collected data. The secondary source data shall include, but not be limited to information pertaining to the following:

- Existing transportation network,
- Existing Utilities,
- Land Use (existing and planned),
- Natural Resources (wetlands, streams, threatened and endangered species),
- Cultural Resources (known historic resources including districts, structures, archaeological sites),
- Soils,
- Floodplains / Floodways,
- Community Features (parks, churches, cemeteries, schools),
- Socio-Economic (census data, demographics, economics), and
- Potential hazardous materials sites.

The collected data will be used to create maps using GIS to identify any potential impacts associated with the proposed project. Coordination meetings will also be held with the CITY and FHWA through the duration of the project to obtain information and update the potential impacts relative to any design changes. CONSULTANT will contact major utilities within the study area and will also obtain and evaluate CITY land use and transportation plans. CONSULTANT will also conduct an initial coordination meeting if

Holmes Ave Streetscape  
Scope of Work

necessary to discuss. It is anticipated that access to private property will be required to perform field research. CONSULTANT will coordinate with CITY personnel regarding permissions and the scheduling of these surveys.

- **Task A-3: Consult with Various Agencies, Ascertain Their Requirements**

CONSULTANT will conduct early coordination with various Federal, State and Local agencies for the project. If necessary, CONSULTANT will also consult via letters, phone conversations, meetings and e-mail with various agencies and organizations to ascertain requirements they may have that would affect the project. Initial coordination meetings may also be conducted with the US Army Corps of Engineers (USACE), US Fish and Wildlife Services (USFWS), Alabama Department of Environmental Management (ADEM), State Historic Preservation Office (SHPO – Alabama Historic Commission), and others. All coordination will be documented, and meeting minutes will be prepared for each meeting. It is not anticipated that meetings with area neighborhood leaders, business owners, and stakeholders will be necessary. Meetings have already been conducted with these entities.

- **Task A-4: Develop General Design Criteria for Each Reasonable Alternate**
- **Task A-5: Perform Capacity Analysis for Each Design Alternate**
- **Task A-6: Develop Study Report and Present to City and FHWA**

CONSULTANT will prepare the Purpose and Need for the project and will meet with the CITY and FHWA to discuss. CONSULTANT will revise the Purpose and Need relative to comments received from the CITY and FHWA.

### **Task B: Alternative Upgrading Studies**

- **Task B-1: Develop and Study Preliminary Alternate Designs to Determine Feasibility**

It is anticipated that one (1) Build Alternative will be evaluated through the NEPA process. The CONSULTANT team will develop the design for all components of the proposed project. The CONSULTANT team will work collaboratively to describe the

Holmes Ave Streetscape  
Scope of Work

location requirements, screening evaluation and any alternatives considered but eliminated from further consideration.

- **Task B-2: Tabulate ROW Requirements for All Alternates / Develop Cost Estimates**
- **Task B-3: Conduct Environmental Studies / Develop Alternative Matrix**

CONSULTANT will describe the No Action or No Build Alternative and one (1) Build Alternative. CONSULTANT will conduct social, economic, and environmental studies for the No Build and the one (1) Build Alternative sufficient to comply with 23 CFR, Part 771. These studies will be conducted on the feasible and reasonable alternative carried forward through the environmental documentation process (NEPA).

– Cultural Resources.

A Phase I Cultural Resources Assessment (CRA) will be prepared for the one (1) Build Alternative. The archeological and architectural surveys will follow SHPO guidelines and involve pedestrian coverage and shovel testing at 30 meters (100 foot) intervals for the one (1) Build Alternative. The archaeological phase of the CRA will identify sites that will be affected by the Build Alternative carried forward in the environmental document. The CRA will identify previously recorded National Register of Historic Places (NRHP) resources and will include recommendations as to whether additional architectural resources or archaeological sites are eligible for the NRHP. If there are NRHP-listed or eligible architectural resources or archaeological sites that will be adversely impacted and cannot be avoided, a supplemental agreement would be required to coordinate with the FHWA, SHPO and Tribal Historic Preservation Officers (THPO), if necessary, to develop a Memorandum of Agreement (MOA) outlining mitigation measures. The MOA would be included in the NEPA document. The MOA could include further excavation/investigation for data recovery, preservation in-place, HABS documentation, HAER documentation, or other mitigation strategies. The CRA's Assessment of Effects (AOE) evaluation will focus on potential effects or impacts (physical, visual, sound) to eligible properties. A summary of the CRA findings will be incorporated into the environmental document. The CRA will be submitted to the CITY and the FHWA. The FHWA will submit the CRA to the

Holmes Ave Streetscape  
Scope of Work

SHPO/THPO. CONSULTANT will address any comments on the CRA from the CITY, FHWA and SHPO/THPO.

- Land Use.

CONSULTANT will evaluate the consistency of the one (1) Build Alternative carried forward in the environmental document with comprehensive development plans adopted by other authorities for the study area and other plans used in the development of the regional transportation plan.

- Social and Community Impacts.

CONSULTANT will identify important social features and evaluate the one (1) proposed Build Alternative's potential impacts on important community features within the study area. CONSULTANT will also review the proposed Build Alternative's effect on the local economy in the CE. It is anticipated that a detailed Economic Impact Study will not be necessary. If an Economic Impact Study is needed, the scope would be included as part of a supplemental agreement.

- Indirect and Cumulative Impacts.

The anticipated NEPA Class of Action is a CE. As a result, an indirect and cumulative impacts analysis (ICI) is not expected to be required. If ICI is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- Demographics and Environmental Justice.

Demographic data will be collected from available database resources including the US Census Bureau, the City of Huntsville, and the State of Alabama. The demographic data will be summarized in the CE. It is anticipated that an EJ Assessment will not be required (EO has been rescinded).

- Traffic Noise Analysis.

In accordance with 23 CFR 772 and ALDOT's Highway Traffic Noise Analysis and Abatement Policy and Guidance, the proposed improvements are not expected to require a noise analysis (Type III Project). If a noise analysis is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- Pedestrian and Bicycle Considerations.

Holmes Ave Streetscape  
Scope of Work

The CE will include a discussion regarding the existing, future No Build Alternative, and one (1) Build Alternative conditions relative to pedestrian and bicycle conditions. The discussion will explain how the proposed project will meet the purpose and need by accommodating these modes of transportation.

- Natural Resources Impact Analysis.

The CE will include a discussion regarding existing natural resources in the study area and how the future No Build Alternative and Build Alternative conditions would affect these resources.

- Threatened and Endangered Species Surveys and Impact Analyses.

CONSULTANT will coordinate with the USFWS regarding endangered or threatened species that may exist within the study area. CONSULTANT will perform studies of endangered and threatened species in accordance with Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for the one (1) Build Alternative carried forward in the environmental document. Aquatic species do occur in the area. However, it is anticipated that no work will occur in the creeks in the study area (Broglan Branch and Pinhook Creek) and therefore, an aquatic species survey will not be required. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the USFWS. If additional studies are required (species specific Biological Assessments or aquatic species surveys), the CITY may enter into a supplemental agreement with CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the supplemental agreement.

- Waters of the US/Wetlands Survey and Impact Analysis.

CONSULTANT will field review the potential wetland acreage within the study area. Descriptions of the habitats in the project area and the potential impacts the project may have on these habitats will also be included in the NEPA document. CONSULTANT will calculate the approximate wetland and stream acreage impacts of the one (1) Build Alternative carried forward through the environmental process. Formal wetland delineation and flagging of jurisdictional wetlands are not included as part of this scope.

- Floodplain and Floodway Impact Analyses.

Holmes Ave Streetscape  
Scope of Work

In accordance with the National Flood Insurance Act and Executive Order 11988 – Floodplain Management, floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of the FIRMS. CONSULTANT will confirm if the one (1) Build Alternative encroaches into a base (100-year) floodplain and/or regulatory floodway. If the one (1) Build Alternative encroaches on a floodplain or floodway, CONSULTANT will evaluate and discuss practicable alternatives with the CITY. If necessary, a supplemental agreement will be prepared for detailed floodplain studies (also referred to as a location hydraulic studies) in conformance with 23 CFR 650, Subpart A.

– Air Quality Analysis.

CONSULTANT will evaluate the project's conformity with air quality goals. The conformity status of the area will be confirmed. The analysis will also include obtaining and reviewing traffic, reviewing the traffic data for sufficiency for air analysis, performing modeling (if necessary) and the preparation of an Air Quality Report.

– Water Quality.

CONSULTANT will evaluate the project's potential to impact water quality. If necessary, CONSULTANT will recommend BMPs in the CE to avoid or minimize impacts.

– Energy Use.

An evaluation of the No Build and the one (1) Build Alternative potential impacts on Energy Use will be included in the CE.

– Public Health and Safety.

A discussion regarding the existing, future No Build Alternative, and one (1) Build Alternative conditions will be included in the CE. The discussion will explain how the proposed project will meet the purpose and need by providing multimodal accommodations along Holmes Avenue.

– Database Research, Field Survey for HAZMAT & USTs, and Phase I  
ESA Report Preparation.

CONSULTANT will prepare a Phase I Environmental Site Assessment (ESA) for the project. Testing or subsequent investigations are not included in this agreement. A review of the study area indicates potential sources of hazardous materials exist immediately

Holmes Ave Streetscape  
Scope of Work

adjacent to the Holmes Avenue ROW. The results of the hazardous materials research will be included in the CE. An ESA is an investigative assessment that attempts to identify and disclose any possible recognized environmental conditions (RECs) within the subject site or adjacent to, that may pose deleterious effects. The Phase I ESA consists of reviews of historical documentation and government records, interviews with property owners and other personnel, site reconnaissance, and reporting. The Phase I ESA for the proposed development will be performed in accordance with the ASTM 2021 guidance E1527-21 standard. This scope of work is intended to be compliant with the ASTM 2021 guidance E1527-21; however, limitations and data gaps may occur. A CONSULTANT professional experienced in Phase I ESAs will carry out the general scope of work as follows. CONSULTANT will review the following databases and/or files to determine prior ownership and usage:

- Fifty-year chain-of-title (If provided by CITY or previous owner),
- Environmental liens and activity and use limitations\*,
- Historic city directories/Fire insurance maps,
- State environmental documentation repository websites,
- Soil Conservation Survey Maps and available published geologic information,
- Current US Geological Survey (USGS) topographic maps,
- Available historical aerial photographs, and
- National Wetland Inventory Maps, if readily available.

\*If the CITY would like CONSULTANT to conduct the environmental liens and activity and use limitations search, the cost will be \$200.00 per parcel.

CONSULTANT will review published regulatory federal records related to potential off-site sources of chemical and petroleum contamination within the ASTM 2021 guidance E1527-21 standard search radius of the site, as well as documents related to on-site activities including:

- National Priorities List (NPL) – List of EPA high priority cleanups (Superfund) on properties within a one-mile radius.
- Comprehensive Environmental Response, Compensation and Liability Information

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System (CERCLIS) – List of properties subject to investigation by EPA for contamination within the specified search radius.

- Resource Conservation and Recovery Act (RCRA) – List of RCRA's within a one-mile radius, list of generators within the specified search radius.
- Emergency Response Notification System (ERNS) – Site property only.

CONSULTANT will review state regulatory records and publications for environmental activities related to the site and potential off-site sources of chemical and petroleum contamination. These may include the following:

- State Lists of Hazardous Waste Sites – List of properties within a one-half mile radius.
- State Leaking UST Lists – List of properties within a one-half mile radius.
- State Registered UST and AST Lists – List of properties within a one-quarter mile radius.

Access retrieval and review of any federal, state or local documents related to the scope of work are limited to the availability of records requested from governmental agencies or commercial sources within the time frame allocated for this effort.

CONSULTANT personnel will conduct site reconnaissance which includes detailed visual observations and photographic documentation of the site to the maximum extent practical, as well as exterior and interior structures observations, if accessible. The site reconnaissance will attempt to identify potential sources of on-site chemical releases, petroleum products, hazardous materials or other potential RECs. These potential sources may include tanks, chemical storage, disposal areas, pits, or vats. CONSULTANT personnel will also visually observe (from curbside only) and categorize the use of the abutting properties as potential off-site sources of chemical and petroleum contamination. No entry will be made onto abutting properties.

Interviews will be conducted with current owners, if available, to determine current

Holmes Ave Streetscape  
Scope of Work

practices, including chemical and petroleum product handling, storage, usage, and disposal practices. Former tenants will be contacted, if available, to obtain information regarding historic practices. The CITY will notify the owners of properties of the site visit and obtain permission for access.

CONSULTANT will review past site documents (if provided by CITY, or prior owner) to assess the potential for on-site chemical contamination including:

- Previous environmental assessments,
- Construction documents, as appropriate,
- Hazardous waste manifests and other selected operational documents,
- Chain-of-title review, and
- Completion of the ASTM E1527-21 User Questionnaire.

A report of the assessment will be prepared upon completion of the work. The final document will be included in the CE. If the Phase I ESA determines that Phase II or III hazardous materials investigations are warranted, these services can be performed under a separate scope of work.

– Section 4(f) Evaluation and Mitigation.

All publicly owned parklands and recreational resources will be identified in the study area and indicated on the environmental constraints map. For this scope, it is anticipated that Section 4(f) resources (public parks, refuges, Section 106 resources) will be avoided by the one (1) Build Alternative carried forward through the environmental document. If Section 4(f) analyses are required, the CITY may enter into a supplemental agreement with CONSULTANT for

– Section 6(f) Evaluation and Mitigation.

Section 6(f) resources will be identified in the study area and indicated on the environmental constraints map. For this scope, it is anticipated that Section 6(f) resources (public land where Land and Water Conservation Fund Act appropriations were used to make improvements) will be avoided by the one (1) Build Alternative carried forward through the environmental document. If Section 6(f) analyses are required, the CITY may

Holmes Ave Streetscape  
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enter into a supplemental agreement with CONSULTANT for related services.

- Construction Impacts.

An analysis of the potential adverse construction related effects of the one (1) Build Alternative will be prepared for inclusion in the CE. The discussion will focus on maintenance of traffic and access, employment benefits, waste disposal, utility relocation, discovery of unknown archaeological sites, discovery of hazardous materials, erosion control, air quality, and noise. Construction-related commitments to avoid and/or minimize impacts will be included in the CE.

- **Task B-4: Prepare Information for and Attend Public Involvement Meeting / Analyze Comments**

- Public Meeting Not Anticipated. Obtain, review and summarize previous meetings conducted by CITY.

CONSULTANT understands that the CITY has conducted public meetings for the proposed Holmes Avenue project. CONSULTANT will obtain and review meeting information and will summarize the meetings and comments received in the CE. If public involvement is required, the CITY may enter into a supplemental agreement with CONSULTANT for related services.

- **Task B-5: Review Feasible Alternates and Prepare the Categorical Exclusion**

- Prepare Initial Draft CE and Submit to CITY for review.

CONSULTANT will review the design taking into consideration the social, economic, and environmental effects of the No Build Alternative and the one (1) Build Alternative. CONSULTANT will prepare the CE consistent with the requirements of the FHWA and the Council on Environmental Quality (CEQ) guides. CONSULTANT will incorporate the results of the Purpose and Need statement, the alternatives considered and information and results of the technical studies into the CE. Where appropriate, proposed and/or potential mitigation measures will be discussed. CONSULTANT will produce the initial draft of the CE and perform an internal quality review prior to submission of the draft to the CITY and FHWA.

Holmes Ave Streetscape  
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- Revise Draft CE in response to CITY comments and Re-submit.

CONSULTANT will address any comments the CITY may have on the initial draft CE and will re-submit. It is anticipated that no more than two (2) revised submittals to the CITY will be necessary. The initial draft CE will then be submitted to the FHWA for the initial review.

- Revise CE in Response to FHWA Comments.

Following the receipt of comments from the FHWA on the initial draft of the CE, CONSULTANT will revise the draft CE and re-submit the revised version for FHWA review. No more than two (2) submittals are anticipated. Comment disposition documents will accompany each revised submittal.

- Attend two (2) meetings with CITY and FHWA to Discuss Comments.

CONSULTANT will participate in up to two (2) meetings with CITY and the FHWA to review comments on the draft CE.

- Print / Distribute approved CE.

Upon approval by FHWA, CONSULTANT will produce electronic copies of the final version of the CE to be distributed. CONSULTANT will also provide a PDF version of the CE for posting on the CITY's website.

If it is determined that an Environmental Assessment, Environmental Impact Statement (EIS), or a Section 4(f)/6(f) is required, a supplemental agreement between the CONSULTANT and the CITY will be negotiated and entered into in order to provide such additional work.

## **SECTION 2 – FINAL DESIGN**

### **FIELD SURVEY**

The CONSULTANT shall perform field survey(s) according to requirements of the ALDOT Manual on Survey Requirements, revised July 13, 2021. The limits of the field survey shall include a sufficient area and data for the CONSULTANT to perform the tasks as defined in this AGREEMENT.

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The CONSULTANT will prepare right-of-way base maps showing property ties and ownership. The latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way will accompany the right-of-way map for use by the CITY in acquiring required rights-of-way.

The CONSULTANT shall be responsible for the development of the required Right-of-Way Tract Sketches and Deeds in accordance with ALDOT and/or CITY policies and practices for acquisitions located in the project area. It is not anticipated that property acquisition will be required west of Jordan Lane.

Work shall be performed by a subconsultant. See Attachment A for further scope of work information.

### **GEOTECHNICAL INVESTIGATIONS**

The CONSULTANT shall perform drilling and sampling in accordance with all AASHTO standards. The CONSULTANT will perform laboratory tests on samples and prepare a formal written Geotechnical report, including a signal pole foundation report as needed at Jordan Lane, in accordance with ALDOT Procedure 398, "Procedure for Conducting Subsurface Investigations and Foundation Reports," using qualified geotechnical engineers and geologists. All holes will be logged by a qualified geologist or engineer and signed by a registered engineer. The CONSULTANT will prepare a Materials Report in accordance with ALDOT Procedure 390, "Procedure for Conducting Soil Surveys and Preparing Materials Reports", and when appropriate, ALDOT Procedure 391, "Falling Weight Deflectometer (FWD) Testing Procedure", and ALDOT Procedure 392, "Pavement Evaluation and Distress (Condition) Survey Procedure".

Work shall be performed by a subconsultant. See Attachment B for further scope of work information.

### **ROADWAY PLANS**

Roadway plans will be developed per ALDOT Plans Preparation Manual, Guidelines for Developing Construction Plans, and Guidelines for Operations. Roadway design will be performed using Microstation (V8i SS 10) and Inroads (V8i SS 2); if roadway design is required in a different software, a supplement will be necessary.

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Plans will use the latest ALDOT special & standard drawings, specifications and pay items. One plan assembly will be prepared at a scale of 1"=20' (horizontal) and 1"=2' (vertical). Cross-sections and drainage sections will be prepared at a scale of 1"=10' (horizontal & vertical). Estimates of quantities and construction costs will also be prepared for 30%, 60%, 90%, and 100% plan submittals. It is understood that plans have been developed by others. These plans will be reviewed and modified as needed for constructability as well as cost and conformance with the grant.

Retaining wall design is not anticipated for the project. If it is determined that retaining walls are required, then a supplemental agreement will be needed to perform that design. Hydraulic analysis and design will be conducted/prepared per ALDOT Hydraulic Manual, FHWA, FEMA, AASHTO standards. In the case of conflicting requirements, the most conservative will govern.

Utility plans showing proposed roadway work and existing utilities will be prepared and submitted to the CITY for coordination with affected utility owners. Utility relocation design is not included in the project scope. If it is determined that utility relocation designs are required, then a supplemental agreement will be needed to perform the designs.

The CONSULTANT will prepare the permit forms required by ALDOT to perform work in the right of way at Jordan Lane (AL 53).

A CBMPP will be prepared and submitted per STATE and ADEM requirements.

Irrigation plans are not included in the project scope.

### **LIGHTING PLANS**

The lighting system will consist of conventional light poles throughout the corridor from Church Street to Broglan Branch (roughly 6,000 linear feet). As directed by the City, the roadway will be illuminated by either decorative or conventional lighting (to be determined once design begins). LED light sources will be utilized.

Lighting calculations will be performed using the AGI32 lighting software developed by Lighting Analysts, latest edition available.

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Scope of Work

The lighting design will be in accordance with the minimum recommendations of IES RP-8-25, Lighting Roadway and Parking Facilities, and applicable local requirements. Assumed roadway classification for Holmes Avenue is a Minor Arterial. A Medium Pedestrian Area Conflict classification is also assumed. Calculations will include analysis of proposed sidewalks and bike paths showing that IESNA recommendations for vertical and horizontal footcandles are being satisfied.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IES and City recommendations. The basis of design will be the Holophane Mongoose and the Cooper Archeon, which are on ALDOT's list of approved luminaires, or as directed by the City.

Material and equipment specified will be per ALDOT specifications.

Deliverables will include PDF's of schedules, lighting layouts and single line diagrams for bidding purposes. Cadd files will be available in Microstation format. Upon request, all project files will be submitted on DVDs or flash drives for each of the following submittals: 60%, 90%, and Final. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, and an Engineer's Opinion of Probable Construction Cost based on ALDOT Pay Items and Unit Prices.

**Roadway Lighting Assumptions:**

Three (3) submittals and one (1) review meeting are anticipated, plus one site visit.

Existing service cabinets / contactors will be utilized.

**Excluded from Scope of Services:**

- Utility coordination except as noted herein
- Fees associated with Railroad Coordination, ADEM permitting, or any ALDOT permitting.
- FAA Coordination

Holmes Ave Streetscape  
Scope of Work

- Construction Inspection
- Development of Record Drawings

**TRAFFIC ENGINEERING**

**Traffic Signal Design**

Volkert will provide traffic engineering professional services to include the completion of a design plan set in adherence and accordance with ALDOT's Traffic Signal Design Guide and Timing Manual for one (1) intersection. That intersection being Alabama State Route 53 (Jordan Lane) and Holmes Avenue.

Volkert's professional services to complete the above noted traffic signal design includes:

60% Traffic Signal Plans

- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details

90% Traffic Signal Plans

- Traffic Singal Notes
- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details
- Basic Traffic Signal Timings
- Traffic Signal Phasing
- Traffic Signal Detection Layout
- Traffic Signal Detection Layout Details

100% Traffic Signal Plans

- Traffic Singal Notes
- Traffic Signal Legend
- Traffic Signal and Pole Layout
- Traffic Signal and Pole Layout Details
- Basic Traffic Signal Timings

Holmes Ave Streetscape  
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- Traffic Signal Phasing
- Traffic Signal Detection Layout
- Traffic Signal Detection Layout Details
- Traffic Signal Quantities

Project Understandings and Assumptions

1. No traffic volumes counts are required as a portion of this scope and fee.
2. No signal warrant analysis is required as a portion of this scope and fee.
3. No intersection operations analysis is required as a portion of this scope and fee.
4. No detailed signal timing(s) to include time of day coordination plans are included as a portion of this scope and fee.
5. No field implementation and/or field adjustments to traffic signal timing plans is included as a portion of this scope and fee.
6. No completion of turn lane warrant(s) (right and left) is included as portion of this scope and fee.
7. Coordination with any regulatory agency is limited to the scope of work.
8. Signal pole and pedestrian signal pole foundation design is not included as a portion of this scope and fee.

**SECTION 3 - RIGHT OF WAY APPRAISALS AND ACQUISITIONS**

To facilitate the acquisition of rights-of-way, permanent easements, and temporary construction easements, the CONSULTANT will perform the following:

The CONSULTANT shall develop a fully documented real property appraisal report on each parcel impacted by the construction limits, including a personal inspection of each parcel. An independent review of each appraisal report shall also be conducted. This work shall be conducted by Volkert with the assistance from a subconsultant as needed. The CONSULTANT shall perform property acquisition and negotiation services as necessary, based on the appraisals.

The CONSULTANT shall perform staking of the easements or ROW as needed during the appraisal and acquisition process.

Holmes Ave Streetscape  
Scope of Work

Relocation services are not anticipated on the project.

**SECTION 4 – BID LETTING SUPPORT SERVICES**

The CONSULTANT shall assist in preparing the bid package utilizing the standard format CITY bid package.

The CONSULTANT shall attend pre-bid and pre-construction meetings.

The CONSULTANT shall provide responses to contractor questions during the bidding phase.

Only one project letting is anticipated for the project.

**SECTION 5 – LIMITED CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

The CONSULTANT shall assist in shop drawing and submittal review. Field personnel may be added under a supplemental agreement.

**ADDITIONAL SERVICES**

The following services are not included in the scope or fee. If these services are needed, a supplemental agreement will be required:

- Irrigation plans
- Utility relocation design
- Field personnel for Construction Engineering and Inspection Services.

**CITY RESPONSIBILITIES**

As part of the project, the CITY agrees to provide:

- All services including advertisement, scheduling & locations for public & stakeholder meetings.

Holmes Ave Streetscape  
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- All communications for bidding.
- The CITY will be responsible for any aerial or construction easements acquisitions from Norfolk Southern railroad.
- Coordination for any site development along project route.

Exhibit B

**FEE PROPOSAL****Holmes Ave Streetscape****City of Huntsville**

1. NEPA Documentation (Environmental and Corridor Study)	\$158,954.00
2. Final Design	
a. Field Survey (Topographic survey, tract sketches & deeds)	\$80,850.00
b. Geotechnical Investigations (Materials Report)	\$31,852.00
c. Roadway Plans and Specifications	\$355,451.00
3. Right of Way Appraisals and Acquisitions	\$457,387.00
4. Bid Letting Support Services	\$8,000.00
5. Construction Engineering and Inspection Services	\$10,000.00
<b>PROJECT TOTAL (Lump Sum)</b>	<b>\$1,102,494.00</b>



Halliburton Surveying & Mapping, Inc.

*Mailing Address:*  
P.O. Box 18652  
Huntsville, AL 35804

*Physical Address:*  
510 Andrew Jackson Way NE  
Huntsville, AL 35801

February 6, 2026

Attention: Mr. Rob Vermillion, PE  
Volkert, Inc.  
3535 Grandview Parkway, Suite 600  
Birmingham, AL 35243

Reference: Holmes Avenue Streetscape  
Huntsville, AL

Mr. Vermillion:

As requested, please find the enclosed proposal for professional services associated with Land Surveying services for the Holmes Avenue Streetscape project.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

A handwritten signature in blue ink, which appears to read "William R. Blackwell", is written over a horizontal line.

William R. Blackwell, PLS

COO

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.** ("Surveyor") and the **VOLKERT, INC.** ("Client") as of this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**RECITALS**

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

**Article 1 Scope of Services.**

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

**Article 2 Payment for Services.**

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

**Article 3 Payment Terms.**

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days overdue will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

**Article 4 Modifications and Adjustments.**

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

**Article 5 Indemnification.**

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor's own employees and agents) at the site.

**Article 6 Limitation of Liability.**

**LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.**

**Article 7 Rights and Benefits.**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

**Article 8 Applicable Law.**

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CLIENT**  
VOLKERT, INC.

**SURVEYOR**  
HALLIBURTON SURVEYING & MAPPING, INC.

By: \_\_\_\_\_

By: William R. Blackwell

Print: \_\_\_\_\_

Print: William R. Blackwell

Title: \_\_\_\_\_

Title: COO

Date: \_\_\_\_\_

Date: 02/06/2025

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from “**bidding**” professional services. Due to these requirements, the consultant must first be chosen based on the firm’s qualifications prior to submitting a fee proposal. By submitting this proposal, Halliburton Surveying and Mapping, Inc. assumes that it has been selected to provide the services included. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

**ATTACHMENT A**

**SCOPE OF SERVICES**

**BASE TASK 1- CONFIRMATION OF DATA PROVIDED BY OTHERS**

1. Halliburton Surveying & Mapping (HSM) shall tie into the previous surveyors (Schoel) information to confirm the plans provided to HSM matches what is on the ground for the route along Holmes Avenue from Jordan Lane to Church Street.

**TASK 2- REVIEW/PLOT CURRENT DEED OF PROPERTY WHERE THE PROPOSED TAKING IS NEEDED**

1. HSM shall research and plot the existing deed referenced in the Madison County Tax Assessors Office of the subject property where the proposed taking is needed.
  - a. Surveyor estimates approximately 40 as the anticipated number of tracts.

**TASK 3- TRACT SKETCHES AND PROPERTY DESCRIPTIONS**

1. HSM shall prepare tract sketches and legal descriptions for the Holmes Avenue Streetscape Project.
  - a. Surveyor estimates approximately 40 as the anticipated number of tracts.
2. Deliverables shall include an AutoCAD file, word documents, and pdf of the sketches and descriptions.

**TASK 4- STAKING OF PROPOSED EASEMENTS/R.O.W.**

1. HSM shall stake the proposed Easement or R.O.W. needed for acquisition for the property owner to see.
  - a. Surveyor estimates approximately 40 as the anticipated number of tracts.
  - b. Assumption is each lot will be staked one time for a total of 40.

**GENERAL ASSUMPTIONS AND REQUIREMENTS:**

- Client shall provide site access including private property and gates/fenced in areas as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject property without further notice if this agreement is executed.
- Any recorded/unrecorded documents client has or receives.
- Surveyor assumes no responsibility or liability for the location/determination of the right-of-way. This information has been provided to surveyor by the client and the City of Huntsville to use in preparation of the Property Descriptions.

**SCHEDULE:**

To be discussed and agreed upon with client.

**EXCLUSIONS:**

The following items are not included in the Scope of Services:

- Signing any client or 3<sup>rd</sup> party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Subdivision Application/Recording Fees, Attending Meetings
- Subdivision Platting
- ALTA/NSPS Land Title Survey
- Any Title Research
- Boundary Survey
- Topographic Survey
- Locating Individual Trees
- As-Built Survey
- Private Utility Locate/GPR
- Roll Map
- Surveying in active drive lanes/roadways
- Elevation Certificates
- More than 1 mobilization or restake of proposed easements/R.O.W.
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits except as included above.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Any activities not associated within the Scope of Services as defined herein above.

**ATTACHMENT B**

**FEE SCHEDULE**

Client shall compensate Surveyor for services rendered in accordance with the following options:

**FIXED FEE**

**BASE TASK 1: CONFIRMATION OF DATA/PLANS PROVIDED BY OTHERS -  
LUMP SUM - \$13,000.00**

**TASK 2:  
REVIEW/PLOT OF CURRENT DEED OF SUBJECT PROPERTY WHERE THE  
PROPOSED TAKING IS NEEDED - PER TRACT - ESTIMATED 40 TRACTS AT \$300.00  
PER TRACT - LUMP SUM \$12,000.00**

**TASK 3:  
TRACT SKETCHES AND PROPERTY DESCRIPTIONS - PER TRACT -  
ESTIMATED 40 TRACTS AT \$800.00 PER TRACT - LUMP SUM \$32,000.00**

**TASK 4:  
STAKING OF PROPOSED EASEMENTS/R.O.W. - PER TRACT -  
ESTIMATED 40 TRACTS AT \$500.00 PER TRACT- LUMP SUM \$20,000.00**

*Note 1: Surveyor may invoice after the completion of each Task listed above. Surveyor may stop work for future phases until payments are received for invoiced work.*

*Note 2: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.*

**HOURLY RATES AND MATERIALS:**

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

<i>Principal Land Surveyor</i> .....	<i>\$275 / hour</i>
<i>Senior Project Manager</i> .....	<i>\$225 / hour</i>
<i>Project Manager</i> .....	<i>\$175 / hour</i>
<i>Project Land Surveyor</i> .....	<i>\$155 / hour</i>
<i>Assistant Project Manager</i> .....	<i>\$150 / hour</i>
<i>Land Surveyor-in-Training (LSIT)</i> .....	<i>\$135 / hour</i>
<i>Survey CAD Technician</i> .....	<i>\$115 / hour</i>
<i>Drone &amp; Laser Scanning Software Processor</i> ....	<i>\$170 / hour</i>
<i>Cost Accountant</i> .....	<i>\$115 / hour</i>
<i>Intern/Co-op</i> .....	<i>\$80 / hour</i>
<i>Administrative or Courier</i> .....	<i>\$75 / hour</i>

- \*1-Man Field Survey Crew ..... \$175 / hour
- \*2-Man Field Survey Crew..... \$225 / hour
- \*3-Man Field Survey Crew..... \$260 / hour
- Private Utility Locating..... \$1,160 / half day (minimum)
- Survey-grade aerial LiDAR sensor..... \$3,800 / half day (minimum)
- \*\*Terrestrial Laser Scanning ..... \$1,560/ half day (minimum)
- \*\*\*1 arc second accuracy total station..... \$28 / hour
- \*\*\*\*Multi-Constellation GPS Base & Rover.... \$29 / hour
- Mileage..... Per Current Government Mileage Rate
- Printing Black & White (11" x 17")..... \$1.00 / sheet
- Printing Black & White (18" x 24")..... \$2.60 / sheet
- Printing Black & White (24" x 36")..... \$4.40 / sheet
- Printing Black & White (30" x 42")..... \$5.80 / sheet
- Wooden Survey Stakes..... \$1.30 / stake
- Survey Hubs/Mag Hub Nails..... \$0.60 / hub/nail
- 1/2 inch x 18 inch rebar..... \$3.50 / rebar
- Paint Can..... \$10.00/ can
- Survey Flagging..... \$8.00 / roll
- Survey Control Caps..... \$0.85 / cap
- Mag or Masonry Nails..... \$0.40 / nail
- Tacks..... \$0.20 / tack
- Markers..... \$3.00 / marker

\*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.

\*\*Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.

\*\*\*Utilization of a 1" accuracy total station is an additional fee to any labor category

\*\*\*\*Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category

Note: Additional project reimbursable expenditures will be cost of item + 20%.

Note: Any services provided after December 31, 2026 are subject to a 4% yearly escalation.

Payments made by credit card will incur a 3% service fee.



February 6, 2026

Volkert, Inc.  
200 Clinton Avenue West, Suite 250  
Huntsville, Alabama 35801

ATTN: Mr. Rob Vermillion, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study  
Holmes Avenue Corridor Streetscape  
Huntsville, Alabama  
GTEC Proposal No. P-00862 Rev. 1

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Huntsville, Alabama. Project information was provided by Mr. Rob Vermillion via telephone and email correspondence on December 11, 2025. A revision was requested to include traffic pole signals in the study. This revised proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

### **PROJECT INFORMATION**

GTEC understands that Volkert is assisting the City of Huntsville with the civil designs for streetscape improvements along the Holmes Avenue corridor. The project will entail approximately 3.25 miles from Sparkman Drive to Spragins Avenue. Improvements will consist of a mill and resurfacing, intermittent widenings of Holmes Avenue, widening the radii for 8 side streets, an 8-foot wide concrete multi-use path, and sidewalks ranging from 5 feet to 6 feet in width. At this time, improvement layouts, typical sections, and traffic counts have not been provided. Our scope may need to be revised once design drawings are developed. We understand the need to replace signal poles at Holmes Avenue will be determined as the project progresses; therefore, our scope includes geotechnical exploration and recommendations for signal poles if needed.

GTEC further understands that Alabama Department of Transportation (ALDOT) pay items and specifications will be used, but our materials report will not be reviewed by ALDOT. GTEC's proposed scope does not include recommendations for slope studies or retaining walls.



## SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

### Field Activities

Test locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our test locations be surveyed.

GTEC proposes to provide traffic control for field work within the existing roadways. We will provide traffic control signage, cones, and flaggers for one-way thru lane closures of Holmes Avenue during our field work. If required, we plan to close the right turn lanes at Jordan Lane for signal pole borings.

GTEC proposes to perform a combination of falling weight deflectometer (FWD) testing and asphalt coring along the existing roads to assess the in-place structural coefficient of the existing asphalt. FWD testing will be performed at 200-foot intervals along each lane of the roadways. At selected FWD test locations, GTEC will collect fourteen (14) asphalt cores to verify the results of FWD testing. The existing asphalt and base thickness will be measured at each core location. After removal of the existing asphalt and base, Dynamic Cone Penetrometer (DCP) testing will be performed in accordance with ASTM D6951 on the exposed subgrade. Grab samples of the subgrade soils will be collected for visual and laboratory classification testing.

GTEC will visually observe and record the existing pavement areas for pavement distress such as cracks, potholes, and oxidation. Photographic documentation of the distresses will also be performed during the visual survey.

In proposed widening areas and at 500-foot intervals for the multi-use path, GTEC will perform soil test borings using hand auger tooling. DCP testing will be performed in accordance with ASTM D6951 to a depth of 2.5 feet. Topsoil thicknesses will be recorded at each location. Hand augers will be used to collect grab samples beneath the topsoil at select locations.

If the final design layout requires the relocation of existing traffic signals at the Jordan Lane intersection, GTEC proposes to explore subsurface conditions with four (4) soil test borings during this study. Each boring will be advanced to a depth of 20 feet or refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Relatively undisturbed thin-walled tube samples will be collected at select intervals in accordance



with ASTM D1587. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the field activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318
- Unconfined Compressive Strength of Soil, ASTM D2166

#### Materials Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Recommendations for site grading for road widening and the multi-use path, including the possible need for undercut and replacement,
- Mill and overlay recommendations,
- Pavement thickness recommendations for widening areas,
- A recommended build-up for the multi-use path, and
- Groundwater concerns, if encountered.

#### Signal Pole Foundation Report

If existing traffic signals at the Jordan Lane intersection are required to be relocated, recommendations for signal pole foundations will be provided including axial capacity and L-Pile parameters.

### **CLIENT RESPONSIBILITIES**

To assist with fulfilling our proposed scope of services, GTEC requests the following:

- Plans and Specifications: GTEC has been provided a KMZ file with a footprint of the project limits and a Materials Report dated June 12, 2019. GTEC requests the client send current and updated drawings as the project progresses. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, traffic loadings, and grading plans.



- Field Work Scheduling and Site Access: GTEC requests the client provide any special instructions for site access, such property owner coordination, lane closure notifications, or any other site access concerns limiting GTEC personnel and subcontractors from accessing the site.
- Utilities: GTEC requests the client send utility drawings or coordinate approval of proposed test locations prior to field work.

**FEE AND SCHEDULE**

At this time, we propose our services described for a lump sum fee of \$30,330.50. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within six to seven weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

**AUTHORIZATION**

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accounts Payable Email Address



**CLOSING REMARKS**

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,  
GTEC

A handwritten signature in blue ink that reads "Cesar Castillo".

Cesar G. Castillo, E.I.  
Project Manager

A handwritten signature in blue ink that reads "Rachel T. Finch".

Rachel T. Finch, P.E.  
Senior Engineer

Attachments: General Terms and Conditions

**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: Volkert, Inc.
- Doing business as (if applicable): \_\_\_\_\_
- City of Huntsville current taxpayer identification number (if one has been assigned):  
\_\_\_\_\_

**B. Type of Ownership.** Indicate the form of ownership by checking the appropriate box below:

- Sole Proprietor
- Partnership
- Limited Partnership
- Limited Liability Partnership (LLP) (Articles of Organization)
- Corporation (Articles of Incorporation)
- Limited Liability Company (LLC) – Single Member (Articles of Organization)
- Limited Liability Company (LLC) – Multi-Member (Articles of Organization)
- Other, please explain \_\_\_\_\_

**C. Proof of Ownership.** For each business entity, you may be required to provide proof of ownership by submitting a copy of the recorded formation documents referenced above. You shall be required to provide such documents if you cannot provide the entity i.d. number specified in paragraph D below

**D. Immigration Law.** Please note that each owner who is an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535. In the case of any form of a partnership, please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership.

**E. Corporate Registration or Other Business Type Entity I.D. Number**

- If a domestic entity registered with the Alabama Secretary of State, provide the state assigned entity i.d. number: 019-440
- If a foreign entity (incorporated or organized outside of Alabama) and registered with the Alabama Secretary of State, provide the state issued entity i.d. number: \_\_\_\_\_
- If a foreign entity (incorporated or organized outside of Alabama) and the entity is not registered with the Alabama Secretary of State, provide the entity i.d. number (or other similar number by whatever named called) assigned by the state of incorporation or organization:  
\_\_\_\_\_

\* Please note that failure to complete this form may result in a delay in the ability to issue your license and may result in penalties for late

**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**

### **0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

### **CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

#### **ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

#### **DISCUSSION TOPICS:**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

## **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

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

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES:** (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements.
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

- A preliminary list of all permits to be obtained with associated fees.
- An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
- Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
- One (1) complete set of all approved permits including Location, Character, and Extent.

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

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to ensure that funding limitations are not being exceeded and to ensure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (Reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

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

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical Specifications, Right-of way Drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used.
  - Detailed calculation to include all measurements, conversion factors, and "standard" weights used.
  - Final "calculated" amount and any "increased" amounts.
  - Notes to include any deviation from referenced standard specifications.

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

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

# ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Exhibit B

## PROPOSED RATES FOR VOLKERT, INC.

These rates will remain in effect for the duration of the Holmes Ave  
SS4A project.

Contract duration is anticipated to be 4 years.

POSITION	HOURLY BILLING RATE W/DIRECTS
Principal	\$ 396
Supervisor	\$ 323
Project Manager	\$ 290
Staff 2 Engineer	\$ 243
Staff 1 Engineer	\$ 206
Environmental	\$ 243
Senior Designer	\$ 200
Designer	\$ 190
Technician	\$ 180
Drafter	\$ 180
Senior Inspector	\$ 283
Level 2 Inspector	\$ 233
Level 1 Inspector	\$ 186
Administrative Assistant	\$ 127
Real Estate Specialist	\$ 167



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

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
Halliburton Surveying & Mapping, Inc. P.O. Box 18652 Huntsville, AL 35804	Field Survey (Topographic Survey, tract sketches & deeds)	\$80,850.00
GTEC, L.L.C. 4890 University Drive Square Suite 2 Huntsville, AL 35816	Geotechnical Investigations (Materials Report)	\$31,852.00
	<b>SUB-TOTAL</b>	\$112,702.00
	<b>TOTAL</b>	\$112,702.00

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER 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
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted. 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in. dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4

Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	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 City 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 US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT  
NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

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

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

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

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

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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

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

**ATTACHMENT 11**

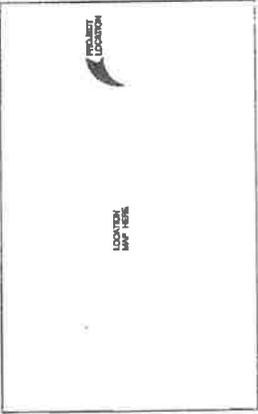
LOCAL PLAT NUMBER, ETC.	APPROVED FOR THE CITY	TITLE SHEET PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	P 1 1
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CONSTRUCTION PLANS FOR  
**PROJECT NAME**  
PROJECT INFORMATION

FOR THE  
CITY OF HUNTSVILLE  
HUNTSVILLE, ALABAMA  
(PROJECT NO. XXXXXXXXX )

SAMPLE STANDARD DRAWING FORMAT

LOCATION  
MAP HERE



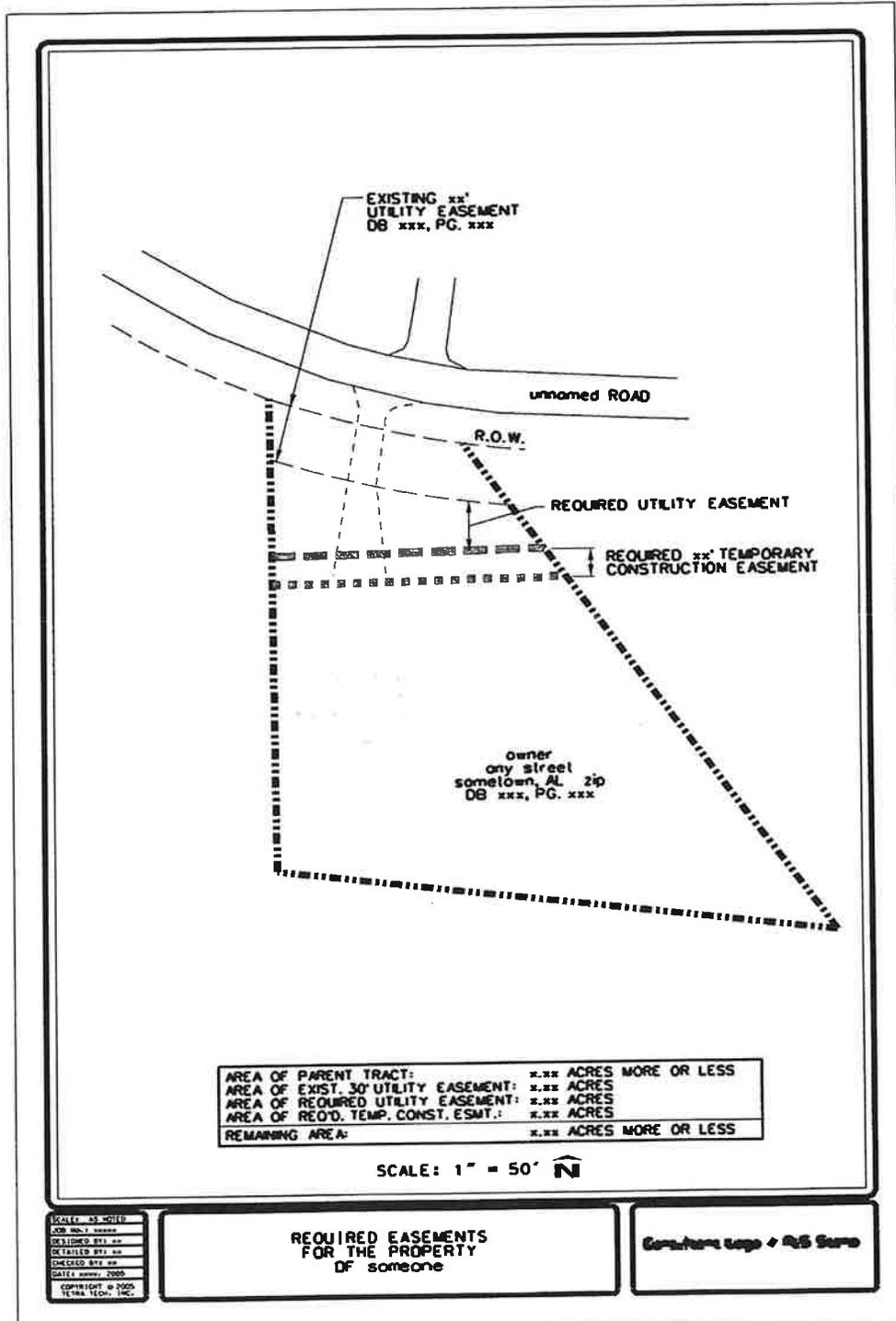
PROJECT  
LOCATION

**HUNTSVILLE**  
The Star of Alabama

INDEX OF DRAWINGS

SEEET NO.  
INDEX TO DRAWINGS SHALL BE PLACED ON  
COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL  
BE THE SECOND SHEET IN THE SET.

# ATTACHMENT 12 SAMPLE



## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

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

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

U.S. BUREAU OF THE BUDGET

## ATTACHMENT 14

### ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

#### **DRAWINGS:**

##### Individual Parcels

- Each individual parcel 8 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						

## ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

<u>YES</u>	<u>NO</u>	<b>REQUIRED SUBMITTALS TO THE PROJECT ENGINEER</b>
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

Engineer

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