



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/19/2024

File ID: TMP-4810

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Slaughter Road and Madison Boulevard Intersection Improvements, Project No. 71-25-RD01 & ALDOT Project No. STHV-4514().

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-BUDGET01-

City Cost Amount: \$299,967.00

Total Cost: \$299,967.00

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:

Design services for intersection improvements at Slaughter Road and Madison Boulevard to include 1200 liner feet of roadway widening, additional turn lanes and traffic signal improvements in accordance with ALDOT standards.

RESOLUTION NO. 24-

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 SAIN Associates, Inc., in the amount of TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,967.00) for Engineering Design Services for Slaughter Road and Madison Boulevard Intersection Improvements, Project No. 71-25-RD01 & ALDOT Project No. STPHV-4514(), 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 SAIN Associates, Inc., for Engineering Design Services for Slaughter Road and Madison Boulevard Intersection Improvements, Project No. 71-25-RD01 & ALDOT Project No. STPHV-4514()," consisting of a total of nineteen (19) pages, plus sixty-three (63) additional pages consisting of Attachments 1-16, and the date of December 19, 2024, 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 19th day of December, 2024.

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

APPROVED this the 19th day of December, 2024.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
SLAUGHTER ROAD AND MADISON BOULEVARD
INTERSECTION IMPROVEMENTS

**Project ID Number 71-25-RD01 & ALDOT Project No. STPHV-
4514()
December 19, 2024**

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: December 19, 2024**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
SLAUGHTER ROAD AND MADISON BOULEVARD INTERSECTION
IMPROVEMENTS
Project ID Number 71-25-RD01 & ALDOT Project No. STPHV-4514()

THIS AGREEMENT made as of the 19th day of December in the year 2024, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SAIN ASSOCIATES, 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 consultations as a representative of the OWNER to include the following:

- 1.1** Professional Engineering Services for Slaughter Road and Madison Boulevard Intersection Improvements, as further described in ARTICLE 2, 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 Slaughter Road and Madison Boulevard Intersection Improvements.
- 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** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design 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 design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** 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.
- 2.7** 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.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** 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.
- 2.10** 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.
- 2.11** 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.
- 2.12** 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

- 2.13** 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).
- 2.14** 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.
- 2.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES

OMITTED

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 ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5** Providing expert witness services and other services arising out of claims.
- 4.6** Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

- 5.1** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of December 20, 2024. The final completion date for the completion of design services as outlined in Article 2 shall be December 20, 2025. 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 TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,967.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

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 – LUMP SUM AMOUNT OF	\$299,967.00
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TOTAL CONTRACT AMOUNT:	<u>\$299,967.00</u>
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ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, 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 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for 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 ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

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

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be

accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERS Protective Insurance.

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

\$ 500,000 Per Claim - Land Surveyors

\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

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

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

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

\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice 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 or, 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; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

OWNER:
CITY OF HUNTSVILLE

BY: _____
Becky White

BY: _____
Tommy Battle

TITLE: _____
Chief Operating Officer

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2024.

Of _____, 2024.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated September 10, 2024, from Jack Kimbrough to Kathy Martin and attachments).



SAIN
ASSOCIATES

9/10/2024

Kathy Martin, PE
Director Engineering Division
City of Huntsville
305 Fountain Circle
Huntsville, Alabama 35801

5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805
www.sain.com

SUBJECT: Slaughter Road and Madison Boulevard Intersection Improvements
Sain Project Number 240206 (MPO Project #STPHV-4514()

Dear Mrs. Martin:

We appreciate the opportunity to submit this proposal for the Slaughter Road and Madison Boulevard Intersection Improvements Project. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Huntsville wishes to make improvements to the intersection of Slaughter Road and Madison Boulevard in Madison County. The proposed improvements are intended to reduce signal cycle times and improve overall operations of the signalized intersection. Improvements may include dual left turns from Madison Boulevard, dual left turns from Slaughter Road and/or an "Alabama T" style intersection. Final determination of the proposed improvements will be determined as part of the scope below. The limits of the project are as follows: Slaughter Road (from the intersection to just south of the culvert located +/- 1200' north) and Madison Boulevard (from the proposed turn lane extensions at 1000' west of the intersection to turn lane extensions 1200' east of the intersection) as shown in the map below.



Slaughter Road at Madison Boulevard Intersection Improvements
City of Huntsville, Alabama
9/10/2024
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It is anticipated that improvements along Slaughter Road and Madison Boulevard will generally be turn lane related widening with open ditch sections except for minor curb and median islands for traffic separation. In general, the scope of work proposed by Sain for this project includes Environmental Documentation, Field Surveys, Right of Way Documents, and Roadway Design for the above improvements.

Scope of Services

The scope of work proposed with this project is as follows:

A: Environmental Documentation

Sain has coordinated with your office and the Alabama Department of Transportation (ALDOT) and understands that this project will likely fall under a Programmatic Categorical Exclusion (PCE) Type 2. The following scope is based on the assumption that a PCE 2 is required.

Sain will hire S&ME as a subconsultant to perform environmental services including Jurisdictional Waters Assessment, Preliminary Protected Species Habitat Assessment, Hazardous Waste Site Inventory and a Preliminary Cultural Resources Review. Details on the scope of their services are included in the attached proposal from S&ME dated 9/3/2024.

Sain will use the information provided by S&ME to complete the PCE form and submit to ALDOT for review. Sain has also included in this scope preparation of an exhibit for use in the Public Involvement process, with the understanding that this project will mostly likely only include on-line public involvement hosted on ALDOT's website and no public meeting attendance has been included.

- Deliverables for this task include:
 - Public involvement map in electronic format
 - PCE form in electronic format
 - Environmental studies noted in the S&ME scope
- No additional meetings are anticipated for this task.

B: Field Survey

Sain will conduct a topographic and right of way survey the limits noted in the General Project Understanding above. The work under this task will be for collecting utility, right of way, drainage and topographic information for the length of the project noted above, at a width of approximately 100'.

A basic control survey will be conducted to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based on the State Plane Coordinate System (Alabama East Zone). Elevations will be based on NAVD88 Datum.

Slaughter Road at Madison Boulevard Intersection Improvements
 City of Huntsville, Alabama
 9/10/2024
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Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage and sanitary structures will be shown indicating the skew, inlet flow line elevation, outlet flow line elevation, length, size, type, and flow direction arrows for all structures. Please note that due to safety concerns, Sain Associates personnel will not enter confined spaces to gather data. In the event that the data cannot be gathered from ground level, a note will be shown on the survey indicating the reason the information is not shown. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees. Above ground utilities as observed in the field will be shown. Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark underground utilities for surveys. If after six days the underground utilities have not been marked a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. A list of utility contacts information as listed in the 811 ticket or as provided by you will be shown the survey.

Property and Right-of-Way research will be performed with the Judge of Probate for Madison County. Those documents along with available Right-of-Way monumentation found in the field will be used to establish the existing Rights-of-Way through the survey area.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in ORD format.

- Deliverables for this task include
 - Basemaps and CADD files in electronic ORD format
- No additional meetings are anticipated for this task.

C: Right of Way Documents

Sain will prepare right of way documents for this project in accordance with Attachment 13 of a Standard City of Huntsville Engineering Contract. Sain assumes 2 takings for this project. We will provide staking in accordance with Article 2.11 of a Standard City of Huntsville Engineering Contract.

- Deliverables for this task include:
 - Right of Way Map in electronic format
 - Tract Sketches and Legal Descriptions in electronic format
- No additional meetings are anticipated for this task.

D: Roadway Design

Sain will prepare roadway design plans for this project as per the attached man-day fee estimate with the understanding that the plans will be processed through ALDOT reviews and will be let to contract by ALDOT. These documents will include construction plans of roadway geometry, earthwork, drainage, striping, temporary traffic control, permanent and temporary erosion and sediment control, and permanent signage. All work performed for Section D of this scope shall be done in conformance with ALDOT Guide for Development of Construction Plans, applicable Guidelines for Operation, City of

Slaughter Road at Madison Boulevard Intersection Improvements
 City of Huntsville, Alabama
 9/10/2024
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Huntsville standards, and will follow MUTCD and AASHTO standards, as appropriate. Preparation of a Preliminary Engineering Report (PER) is not anticipated and not included in this scope.

Sain will prepare a signal warrant for the intersection and provide signal modification design plans. Included in this portion of the scope is 4 Engineer man-days for reviewing existing and projected traffic counts at the intersection to aid in determining a preferred concept. Sain will review counts provided by the City, develop a traffic analysis model for existing and three alternative build concepts, and provide a recommendation for consideration to City staff and ALDOT for review.

GTEC will be a subconsultant to Sain for this project providing geotechnical investigations and a materials report. Details on the scope of their services are included in the attached proposal from GTEC dated 8/6/2024.

- Deliverables for this task include:
 - Traffic Recommendations for a Preferred Concept
 - 30% Plans in electronic format
 - Plan in Hand Plans in electronic format
 - PS&E Plans in electronic format
 - Construction Review Plans in electronic format
 - Final Back Check Plans in electronic format
 - Office Engineer Plans in printed format
 - Materials Report in electronic format

- Sain will attend meetings for these tasks as follows:

Description	Location	# Meetings
Kickoff Meeting	Huntsville	1
Concept Review	Huntsville	1
30% Review	Guntersville	1
PIH Review	Guntersville	1
PS&E Review	Guntersville	1

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you:

- Permits from ALDOT, USACE, FEMA or any other authority having jurisdiction
- Public Involvement Meetings related to alignments, impacts or concepts
- Utility Relocation Design
- Utility Coordination
- Appraisal or other Right of Way Acquisition Services
- Conduct Traffic Counts
- Subsurface Utility Engineering (SUE) services
- Roadway Lighting Design (except for what might be included on signal poles)
- Attendance at a Pre-Bid Meeting

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- Attendance at a Design Hearing
- Overhead or other special signage design
- Any special structural design for retaining walls, drainage structures or other items
- No missing or calculated property corners will be set, No title review will be performed; metal caps will not be utilized for control, no centerline points will be set, the horizontal and vertical control to be utilized during this survey will NOT be established using ALDOT procedures as described in the ALDOT survey manual, this survey not to be construed as an ALTA OR Boundary survey

Fees

We propose to provide the above described services based on the following fee schedule and attached man-day estimate:

Environmental Documentation	Lump Sum	\$32,452
Field Survey	Lump Sum	\$41,548
Right of Way Documents	Lump Sum	\$5,372
Roadway Design	Lump Sum	\$220,595
Total Fee		\$299,967

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Sain will begin work on this project within two weeks of a notice to proceed and will strive to provide final deliverables for the project before 9/30/2027.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

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City of Huntsville, Alabama
9/10/2024
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Sincerely,

SAIN ASSOCIATES, INC.

Jack Kimbrough, Jr. PE
Huntsville Branch Manager
AL PE #29587

Enclosures:
Man-Day Estimate
S&ME Proposal
GTEC Proposal

OFFERED:
SAIN ASSOCIATES, INC.
BY: Jim Meads, PE
Chief Executive Officer
AL PE #17294

Signature of Authorized Representative

Date: 9/10/2024

ACCEPTED:
City of Huntsville

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. STPHV-4514 () County Madison Description Slaughter Road / Madison Blvd Intersection Improvements Scope of Work Turn Lanes and Signal Project Length 0.23 Miles Consultant Sain Associates					
TRAFFIC/SAFETY ANALYSIS	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: General Tasks					
A-1 Fill Out PCE Form	2.00	2.00	0.00	0.00	0.00
A-2 Review and Comment on Natural Resources Reports	1.00	0.00	0.00	0.00	0.00
A-3 Address comments from ALDOT/FHWA on PCE Form and Attachments	1.00	1.00	0.00	0.00	0.00
A-4 Prepare Public Involvement Map for On-Line Format	1.00	2.00	0.00	0.00	0.00
Task A Totals	5.00	5.00	0.00	0.00	0.00
TOTALS	5.00	5.00	0.00	0.00	0.00

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. STPHV-4514 ()			
County Madison			
Description Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work Turn Lanes and Signal			
Project Length 0.23 Miles			
Consultant Sain Associates			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.50	\$ 605.12	\$ 302.56
Engineer	5.00	\$ 482.34	\$ 2,411.70
Engineering Technician/CADD	5.00	\$ 324.36	\$ 1,621.80
Environmental	0.00	\$ -	\$ -
Environmental Technician	0.00	\$ -	\$ -
Clerical	0.00	\$ 197.84	\$ -
Total Direct Labor			\$ 4,336.06
Combined Overhead (%)	195.00		\$ 8,455.32
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 12,791.38
Operating Margin (10%)			\$ 1,279.14
Sub-Total			\$ 14,070.52
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
S&ME		\$	17,500.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	875.00
Sub-Total			\$ 32,445.52
Facilities Capital Cost of Money (% of Direct Labor)	0.16	\$	6.94
TOTAL FEE			\$ 32,452.46

**See Grand Total Fee sheet

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. #REF! County #REF! Description Slaughter Road / Madison Blvd Intersection Improvements Scope of Work Turn Lanes and Signal Project Length 0.23 Miles Consultant Sain Associates					
Out-of-pocket Expenses (Corridor Study)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
Total Mileage Cost				\$ -	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ -	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ -
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. STPHV-4514 () County Madison Description Slaughter Road / Madison Blvd Intersection Improvements Scope of Work Turn Lanes and Signal Project Length 0.23 Miles Consultant Sain Associates				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 2 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	1.00	0.00	0.00
A-2 Contact Property Owners	0.25	0.00	0.00	1.00
A-3 Perform Basic Control Survey	0.25	1.00	0.25	0.00
A-4 Conduct On-site Inspection	0.25	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	1.00	2.00	0.25	1.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.25	0.25	0.25	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	2.00	0.50	0.00
B-3 Obtain Topographic Data	0.25	6.00	2.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.50	8.25	2.75	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	2.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.50	2.00	0.00	0.00

Form Revised 1-3-13

9/9/2024

Alabama Department of Transportation

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FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.50	4.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.25	1.00	0.25	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	1.00	3.00	0.50	0.00
D-4 Obtain Copies of Latest Deeds	0.50	0.00	0.00	0.50
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.25	0.50	0.25	0.00
D-6 Reduce Survey Field Notes	0.00	1.00	4.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.50	0.25
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	2.50	5.50	5.50	0.75
TOTALS	4.50	19.75	8.50	1.75

Form Revised 1-3-13

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. STPHV-4514 ()			
County Madison			
Description Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work Turn Lanes and Signal			
Project Length 0.23 Miles			
Consultant Sain Associates			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.45	\$ 605.12	\$ 272.30
PLS	4.50	\$ 417.52	\$ 1,878.84
Survey Crew (see man-day sheet)	19.75	\$ 381.92	\$ 7,542.92
Engineering Technician/CADD	8.50	\$ 324.36	\$ 2,757.06
Clerical	1.75	\$ 197.84	\$ 346.22
Total Direct Labor			\$ 12,797.34
Combined Overhead (%)	195.00		\$ 24,954.81
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 37,752.15
Operating Margin (10%)			\$ 3,775.22
Sub-Total			\$ 41,527.37
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 41,527.37
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 20.48
TOTAL FEE			\$ 41,547.85

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Alabama Department of Transportation

9:33 AM

Project No.	#REF!				
County	#REF!				
Description	Slaughter Road / Madison Blvd Intersection Improvements				
Scope of Work	Turn Lanes and Signal				
Project Length	0.23 Miles				
Consultant	Sain Associates				
Out-of-pocket Expenses (Field Survey)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
	0	0	\$0.585	\$ -	
Total Mileage Cost				\$ -	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ -	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)	Total				
	\$ -				
Postage Cost (overnight, stamps, etc.)	Total				
	\$ -				
Other (provide description on next line)	Total				
	\$ -				
Total Out-of-pocket Expenses	\$ -				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. STPHV-4514 () County Madison Description Slaughter Road / Madison Blvd Intersection Improvements Scope of Work Turn Lanes and Signal Project Length 0.23 Miles Consultant Sain Associates				
ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Crew	Clerical
Estimated number of tracts= 2				
Task A: Right-of-Way Map	0.50	0.50	0.00	0.00
Task B: Tract Sketches	0.25	1.00	0.00	0.00
Task C: Deeds	0.25	0.50	0.00	0.00
Task D: Staking	0.00	0.25	1.00	0.00
	0.00	0.00	0.00	0.00
TOTALS	1.00	2.25	1.00	0.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

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Project No. STPHV-4514 ()			
County Madison			
Description Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work Turn Lanes and Signal			
Project Length 0.23 Miles			
Consultant Sain Associates			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.10	\$ 605.12	\$ 60.51
Engineer	1.00	\$ 482.34	\$ 482.34
Engineering Technician/CADD	2.25	\$ 324.36	\$ 729.81
Crew	1.00	\$ 381.92	\$ 381.92
Clerical	0.00	\$ 197.84	\$ -
Total Direct Labor			\$ 1,654.58
Combined Overhead (%)	195.00		\$ 3,226.43
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 4,881.01
Operating Margin (10%)			\$ 488.10
Sub-Total			\$ 5,369.11
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 5,369.11
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 2.65
TOTAL FEE			\$ 5,371.76

**See Grand Total Fee sheet

9/9/2024

Alabama Department of Transportation

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Project No.	#REF!			
County	#REF!			
Description	Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work	Turn Lanes and Signal			
Project Length	0.23 Miles			
Consultant	Sain Associates			
Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ -
Comments:				

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9/9/2024

Alabama Department of Transportation

9:33 AM

Project Number STPHV-4514 () CPMS # _____ County Madison Description Slaughter Road / Madison Blvd Intersection Improvements Scope of work Turn Lanes and Signal Length 0.23 miles Consultant Sain Associates					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.08	0.08	0.25	0.25
INDEX SHEET	1.00	0.08	0.08	0.25	0.25
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.50	0.50	1.00	1.00
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.08	0.08	0.14	0.14
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.00	0.00	0.10	0.20
TYPICAL SECTIONS					
Main Roadway	2.00	0.75	1.50	1.50	3.00
Cross Roads	1.00	0.75	0.75	1.50	1.50
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	1.00	0.50	0.50	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	2.00	0.50	1.00	2.00	4.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.50	0.50	0.25	1.00	0.50
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.25	0.06	0.75	0.19
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06	0.50	0.13
Signing	0.50	0.50	0.25	1.00	0.50
Base & Pavement	0.50	0.50	0.25	1.00	0.50
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.50	0.25	0.13	0.50	0.25
Curb & Gutter	0.50	0.25	0.13	0.50	0.25
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	1.00	0.25	0.25	0.50	0.50
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.50	0.75	0.38	1.00	0.50
Concrete Safety Barrier	0.25	0.25	0.06	1.00	0.25
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.00	0.50	0.50	0.75	0.75
Erosion Control	0.50	0.25	0.13	1.00	0.50
Removal Items	1.00	0.25	0.25	0.75	0.75
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	1.00	1.50	1.50	2.50	2.50
Crossroads	2.00	1.00	2.00	2.50	5.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

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Alabama Department of Transportation

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ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	1.00	1.00	1.00	2.00	2.00
Crossroads	2.00	1.00	2.00	2.00	4.00
Intersections	1.00	1.00	1.00	2.00	2.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	1.00	0.50	1.00	0.50
Summary & Items	0.50	0.50	0.25	0.50	0.25
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	8.00	0.75	6.00	0.75	6.00
Special Drawings	4.00	0.08	0.32	0.13	0.52
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	1.00	4.00	4.00	6.00	6.00
Traffic Counts (1 per site)	1.00	1.00	1.00	1.00	1.00
Signal Warrant Analysis (1 per site)	1.00	2.00	2.00	2.00	2.00
Soils Data Sheets (provided by ALDOT)	1.00	0.00	0.00	0.25	0.25
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

9/9/2024

Alabama Department of Transportation

9:33 AM

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	3.00	0.25	0.75	1.00	3.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	2.00	1.75	3.50	1.75	3.50
Hydraulic Data Sheet	1.00	0.50	0.50	0.50	0.50
Details	1.00	0.75	0.75	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.08	0.08	0.13	0.13
Phased Sheets (Phase I)	3.00	0.25	0.75	0.50	1.50
Phased Sheets (Phase II)	3.00	0.25	0.75	0.50	1.50
Phased Sheets (Phase III)	3.00	0.25	0.75	0.50	1.50
CBMPP & NOI	1.00	2.00	2.00	4.00	4.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	5.00	0.25	1.25	0.50	2.50
Crossroads	8.00	0.25	2.00	0.50	4.00
Earthwork Balancing	1.00	0.50	0.50	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			1.00		1.00
Plan-in-Hand Inspection			1.00		1.00
PS&E Inspection			1.00		1.00
Cost Estimates			1.00		1.00
Concept Study			4.00		4.00
Concept Meeting and Coordination			1.00		1.00
Site Visit			0.50		0.50
SUB-TOTAL	77.25		52.34		83.31
10% Supervision			5.23		
TOTALS	77.25		52.34		83.31

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No. #REF!			
County #REF!			
Description Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work Turn Lanes and Signal			
Project Length 0.23 Miles			
Consultant Sain Associates			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	5.23	\$ 605.12	\$ 3,164.78
Engineer	52.34	\$ 482.34	\$ 25,245.68
Engineering Technician/CADD	83.31	\$ 324.36	\$ 27,022.43
Clerical	5.00	\$ 197.84	\$ 989.20
Total Direct Labor			\$ 56,422.09
Combined Overhead (%)	195.00		\$ 110,023.08
Out-of-Pocket Expenses**			\$ 323.10
Sub-Total			\$ 166,768.27
Operating Margin (10%)			\$ 16,676.83
Sub-Total			\$ 183,445.10
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
GTEC (Materials Report)		\$	35,295.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	1,764.75
Sub-Total			\$ 220,504.85
Facilities Capital Cost of Money (% of Direct Labor)	0.16	\$	90.28
TOTAL FEE			\$ 220,595.13

**See Grand Total Fee sheet

9/9/2024

Alabama Department of Transportation

9:33 AM

Project No.	#REF!			
County	#REF!			
Description	Slaughter Road / Madison Blvd Intersection Improvements			
Scope of Work	Turn Lanes and Signal			
Project Length	0.23 Miles			
Consultant	Sain Associates			
Out-of-pocket Expenses (Roadway Plans)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
30% Review	1	70	\$0.670	\$ 46.90
PIH Review	1	70	\$0.670	\$ 46.90
PS&E Review	1	70	\$0.670	\$ 46.90
Site Visit	1	20	\$0.670	\$ 13.40
Total Mileage Cost				\$ 154.10
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 154.10
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
OE Mylar	1	1	1	\$ 15.00
OE Paper	77	1	77	\$ 2.00
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ 169.00
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 323.10
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



August 6, 2024

Sain Associates, Inc.
5021 Technology Drive NW, Suite B2
Huntsville, Alabama 35805

ATTN: Mr. Jack Kimbrough, Jr., P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Madison Blvd and Slaughter Rd
Huntsville, Alabama
GTEC Proposal No. P-00367

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. Jack Kimbrough, Jr. during a telephone conversation on July 19, 2024. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

PROJECT INFORMATION

GTEC, LLC understands Sain Associates is proposing design services to the City of Huntsville for improvements to the intersection Madison Boulevard/U.S. Highway 20 (US-20) and Slaughter Road in Huntsville, Alabama. We understand proposed improvements include adding a left turn lane from US-20 onto Slaughter Road, adding a left turn lane from Slaughter Road onto US-20, adding dual eastbound acceleration lanes to US-20, and lengthening and realigning the right turn lane from US-20 onto Slaughter Road. We also understand that plans include signal improvements with up to 3 new signal poles at the intersection. Proposed plans could include an "Alabama T" design with acceleration lanes on the eastbound lanes of US-20, extending to Indian Creek, approximately 0.4 miles east of Slaughter Road. We understand the project will have Metropolitan Planning Organization (MPO) funding and will be reviewed by the Alabama Department of Transportation (ALDOT).

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.



Utility Clearance and Boring Location Access

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.

GTEC will mark boring locations using a Topcon, HiPer SR network rover and FC5000 tablet with sub-foot vertical accuracy and sub-inch vertical accuracy and should be considered approximate.

Traffic Control

GTEC will provide traffic control during field activities. Test locations will be located in the existing roadway, in the median, and on the shoulder. We will close one lane of traffic as required and, if necessary, use flaggers to direct traffic.

Field Activities

GTEC proposes to cut a total of six (6) cores of asphalt to measure existing asphalt thickness and underlying base thickness; one in the existing US-20 westbound turn lane and mainline lane, one in the existing Slaughter Road southbound lane, one in the existing Slaughter Road northbound lane, and one in the existing US-20 eastbound turn lane and mainline lane.

GTEC proposes to perform up to fifteen (15) soil test borings in the proposed turn lanes and possible "Alabama T" acceleration lanes during this study. Each boring for pavement areas will be advanced to a depth of 10 feet, or auger refusal, whichever occurs first.

GTEC proposes to perform three (3) soil test borings in the vicinity of the proposed signal pole foundations. Each boring will be advanced to a depth of 30 feet, or auger refusal, whichever occurs first using auger boring techniques. We estimate the depth to auger refusal is greater than 40 feet. If auger refusal is encountered before the borings reach the ALDOT minimum depth of 30 feet, the borings can be advanced an additional 10 feet using NQ rock coring techniques for an additional fee.

Standard penetration tests (SPT) in accordance with AASHTO T206 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-wall tube samples will be collected in accordance with AASHTO T207. 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. In accordance with the ALDOT Geotechnical Manual, each borehole which extends to a depth greater than 25 feet will be backfilled with grout. If groundwater is encountered in shallower borings, the borings will also be backfilled with grout. If boreholes shallower than 25 feet are dry during the exploration, they will be backfilled with auger cuttings.

A member of our staff will supervise the drilling 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), AASHTO T265
- Atterberg Limits, AASHTO T89 and T90
- Grainsize Distribution without Hydrometer, AASHTO T88
- Unconfined Compressive Strength of Soil, AASHTO T208
- Standard Proctor, AASHTO T99
- Resilient Modulus, AASHTO T307

Engineering Evaluation and Report

After our analyses are complete, we will issue written reports in accordance with the ALDOT Geotechnical Manual, including:

- Soil Survey and Materials Report
- Signal Pole Foundation Report

CLIENT RESPONSIBILITIES

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

- Plans and Specifications: GTEC requests the client to send to the project manager, via email or through a shared document server, current and updated drawings at the time our services will begin. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, structural loadings, and grading plans.
- Field Work Scheduling and Site Access: GTEC requests the client provide any field work scheduling restrictions for the site, such as certain operational hours of the site, special security and/or administration hours, or other restrictions limiting field work. GTEC also requests the client provide any special instructions for site access, such as gates, property owner coordination, clearing concerns, or any other site access concerns limiting GTEC personnel and subcontractors from accessing the site.
- Private Utilities: GTEC requests the client send current private site utility drawings or coordinate approval of proposed test locations with property owner prior to field work.
- Orientation or Passes: GTEC requests the client inform us of any project related passes, badging requirements, or safety orientation training our personnel and/or subcontractors would be required to attend. Time and expenses for these items will be billed in a separate change order.
- To meet ALDOT requirements: GTEC will need the following items provided by Sain: Roadway plans and cross-sections, proposed signal pole heights, and ALDOT reviewed traffic volumes including AADT, ADHV, and annual growth rate.



FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$35,295.00. 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 eight 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:

<hr/>	<hr/>
Printed Name/Title	Company Name
<hr/>	<hr/>
Signature and Date	Billing Address
	<hr/>
	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

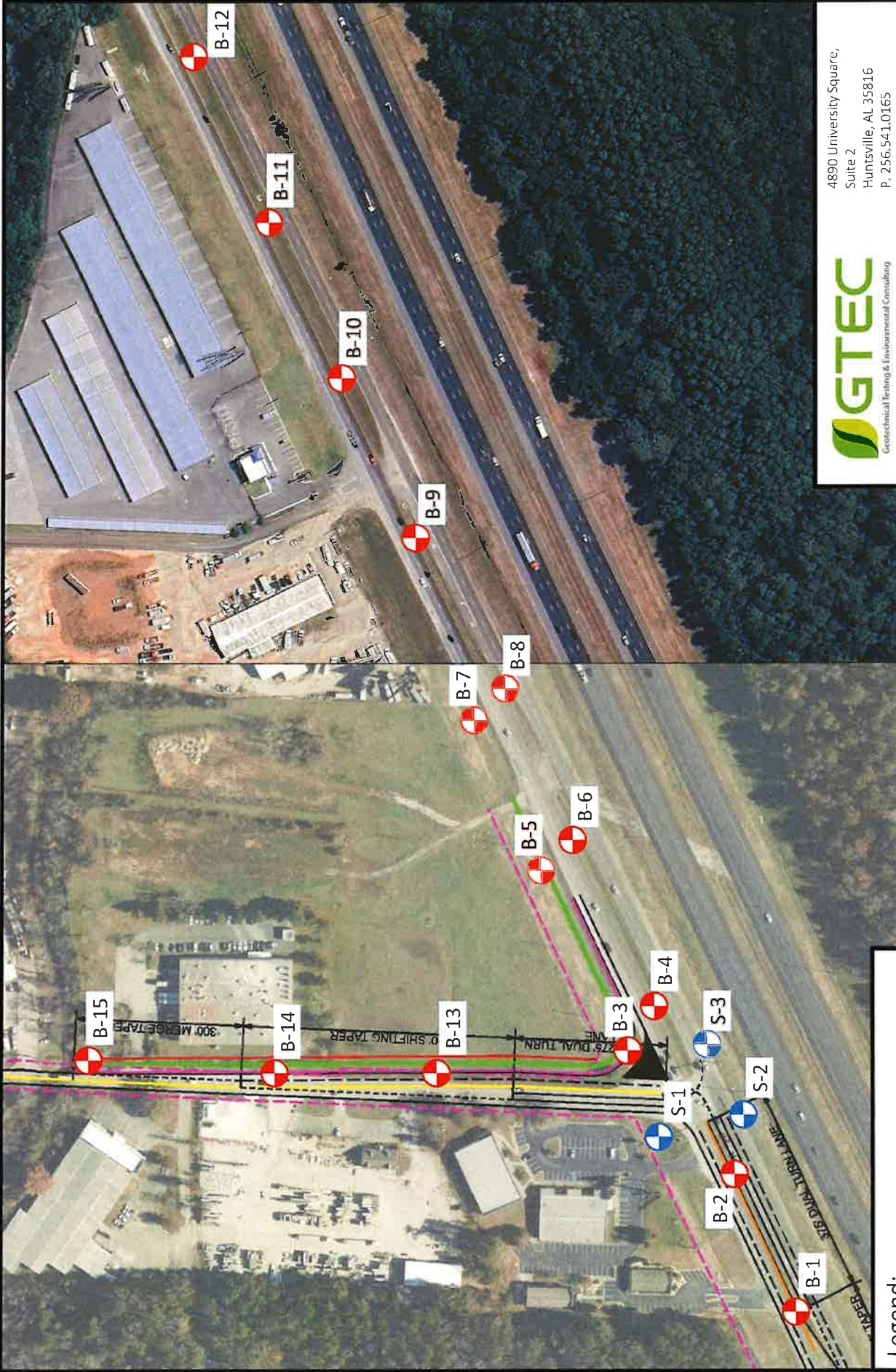
A handwritten signature in dark ink that reads "Kathleen Bernal".

Kathleen Bernal, E.I.
Staff Engineer

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

Rachel T. Finch, P.E.
Senior Engineer

Attachments: Proposed Boring Location Plan
Drilling and Sampling Plan
General Terms and Conditions



4890 University Square,
Suite 2
Huntsville, AL 35816
P. 256.541.0165
www.GTECcorp.com





Project Name: Madison Blvd and Slaughter Rd
Drawn By: KB
Location: Huntsville, Alabama
Date: 8/2/2024
Drawing No.: P-00367-1

PROPOSED TEST LOCATION PLAN

Scale: Not to Scale

Legend:

-  - Boring Location (B-X)
-  - Signal Pole Boring Location (B-X)

Reference: *Slaughter_Concept1_reduced.pdf*

Madison Blvd and Slaughter Rd Drilling and Sampling Plan													
Boring Type	Location	Boring No.	Est. Soil Depth (ft)	Asphalt Core	Rock Core (ft)	Intact Tube Samples	Natural Moisture Content Tests	Atterberg Limits Test	Particle Size w/ Hydrometer	Unconfined Compression of Soil	Standard Proctor	Resilient Modulus	
Signal Poles	Madison Blvd Signal Poles	S-1	30	No		2	9	2	1	2			
		S-2	30	No		2	9	2	1	2			
		S-3	30	No		2	9	2	1	2			
Roadways	Madison Blvd	B-1	10	No			5						
		B-2	10	No			5						
		B-3	10	No			5						
		B-4	10	No			5						
		B-5	10	No			5						
		B-6	10	No			5						
		B-7	10	No			5						
		B-8	10	No			5	1		1		1	
		B-9	10	No			5						
		B-10	10	No			5						
		B-11	10	No			5						
		B-12	10	No			5	1					
	Slaughter Road	B-13	10	No			5						
		B-14	10	No			5	1					
		B-15	10	No			5						
Asphalt Cores	Slaughter Road	C-1		Yes									
		C-2		Yes									
	Madison Blvd	C-3		Yes									
		C-4		Yes									
		C-5		Yes									
		C-6		Yes									
		Total:			240	6		6	102	9	3	6	1

11/19/2024

Alabama Department of Transportation

4:28 PM

Project No. - _____ County <u>Madison</u> Description <u>Madison Blvd and Slaughter Rd Intersection Improvements</u> Scope of Work <u>Geotechnical Engineering Study</u> Project Length <u>0.80</u> Miles Consultant <u>GTEC LLC</u>					
CORRIDOR STUDY	Engineer	Engineer, Tech.	Environment	Senior Engineer	Clerical
Task A: Field Exploration					
A-1 Prepare Geotechnical Exploraiton Plan	1.00	0.00	0.00	0.25	0.00
A-2 Soil Drilling	3.00	0.50	0.00	0.00	0.00
A-3 Asphalt Coring	1.00	1.50	0.00	0.00	0.00
Task A Totals	5.00	2.00	0.00	0.25	0.00
Task B: Signal Pole Foundation Report					
B-1 Soil Parameter Analysis	0.25	0.00	0.00	0.00	0.00
B-2 Log and Drawing Drafting	0.50	0.00	0.00	0.00	0.50
B-3 Report Drafting	1.00	0.00	0.00	0.00	0.00
B-4 Report Review	0.00	0.00	0.00	0.25	0.00
B-5 Report Revisions	0.25	0.00	0.00	0.25	0.00
Task B Totals	2.00	0.00	0.00	0.50	0.50
Task C: Materials Report					
C-1 Pavement Design	2.00	0.00	0.00	0.00	0.00
C-2 Log and Drawing Drafting	0.75	0.00	0.00	0.00	0.50
C-3 Report Drafting	1.25	0.00	0.00	0.00	0.00
C-4 Report Review	0.00	0.00	0.00	0.50	0.00
C-5 Report Revisions	0.25	0.00	0.00	0.25	0.00
Task C Totals	4.25	0.00	0.00	0.75	0.50
TOTALS	11.25	2.00	0.00	1.50	1.00

11/19/2024

Alabama Department of Transportation

4:28 PM

Project No. -			
County Madison			
Description Madison Blvd and Slaughter Rd Intersection Improvments			
Scope of Work Geotechnical Engineering Study			
Project Length 0.80 Miles			
Consultant GTEC LLC			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	1.13	\$ 382.00	\$ 431.66
Engineer	11.25	\$ 334.64	\$ 3,764.70
Engineering Technician/CADD	2.00	\$ 160.00	\$ 320.00
Environmental	0.00	\$ -	\$ -
Senior Engineer	1.50	\$ 382.00	\$ 573.00
Clerical	1.00	\$ 144.00	\$ 144.00
Total Direct Labor			\$ 5,233.36
Combined Overhead (%)	139.92		\$ 7,322.52
Out-of-Pocket Expenses**			\$ 5,029.52
Sub-Total			\$ 17,585.40
Operating Margin (15%)			\$ 2,637.81
Sub-Total			\$ 20,223.21
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Drilling Subcontractor		\$	7,306.00
Traffic Control		\$	6,600.00
Subcontract Laboratory Testing		\$	400.00
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	715.30
Sub-Total			\$ 35,244.51
Facilities Capital Cost of Money (% of Direct Labor)	0.96		\$ 50.24
TOTAL FEE			\$ 35,294.75

**See Grand Total Fee sheet

11/19/2024

Alabama Department of Transportation

4:28 PM

Project No. - _____ County <u>Madison</u> Description <u>Madison Blvd and Slaughter Rd Intersection Improvements</u> Scope of Work <u>Geotechnical Engineering Study</u> Project Length <u>0.80 Miles</u> Consultant <u>GTEC LLC</u>					
Out-of-pocket Expenses (Corridor Study)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Site Walk for Exploration Plan	2	14	\$0.585	\$ 16.38	
Drilling	3	14	\$0.585	\$ 24.57	
Coring	2	14	\$0.585	\$ 16.38	
Topcon Readings	1	14	\$0.585	\$ 8.19	
Total Mileage Cost				\$ 65.52	
Subsistence Cost					
	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 65.52	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost				\$ -	
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
Sample Shipping					\$ 93.00
Other (provide description on next line)					Total
Laboratory Testing and Borehole Closures					\$ 4,871.00
Total Out-of-pocket Expenses					\$ 5,029.52
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



September 3, 2024

Sain Associates
5021 Technology Drive, Suite 2B
Huntsville, Alabama 35805

Attention: Mr. Jack Kimbrough, Jr. P.E.

Reference: **Proposal for Environmental Consulting Services
Slaughter Road Intersection**
Huntsville, Madison County, Alabama
S&ME Proposal No. 24820131

Dear Mr. Kimbrough:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above-referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated as part of the proposal.

◆ Project Information

This proposal was requested by Mr. Jack Kimbrough of Sain Associates (Sain) in an email to Ms. Sarah Yeldell of S&ME on July 24, 2024. Additional information was provided in a follow up phone call on August 7, 2024, with Ms. Kennedy of S&ME. A KMZ of the project limits was provided by Mr. Kimbrough in an email dated August 30, 2024 and is shown in the attached figure (Figure 1).

Based on the project information provided by Mr. Kimbrough, we understand that the project consists of intersection improvements at Slaughter Road and Madison Boulevard in Huntsville, Madison County, Alabama. We understand that the project will consist of right-of-way acquisition for the addition and widening of travel lanes. The project area encompasses approximately 17 acres and 0.80 mile of existing roadways.

S&ME understands Sain is requesting that S&ME perform a Jurisdictional Waters Assessment, a Threatened and Endangered Species Assessment, a Hazardous Waste Site Inventory, and a Preliminary Cultural Resources Review in support of a Type II Programmatic Categorical Exclusion (PCE) Checklist. We understand that the Alabama Department of Transportation (ALDOT) will be coordinating with the United States Army Corps of Engineers (USACE) and the United States Fish and Wildlife Service (USFWS). Therefore, except for uploading the Report of Protected Species to the USFWS's *Information for Planning and Consultation* online system, S&ME is not responsible for submitting our findings to the agencies.



Proposal for Environmental Consulting Services
Slaughter Road Intersection
 Huntsville, Madison County, Alabama
 S&ME Proposal No. 24820131

◆ Scope of Services

Task 1 - Jurisdictional Waters Assessment

The following proposed tasks are designed to provide a delineation of potential jurisdictional waters within the above-referenced project area. We understand that ALDOT will submit our findings to the USACE.

Jurisdictional Waters Determination and Delineation

Jurisdictional waters of the U.S., including certain streams and wetlands, are defined by 33 CFR Part 328.3, and are protected by Section 404 of the Clean Water Act (CWA) (33 USC 1344), which is administered by the USACE. The Alabama Department of Environmental Management (ADEM) currently does not require consultation with the agency in regard to jurisdiction of waters of the state.

The services rendered under this task consist of a field evaluation of the potentially jurisdictional areas on the project site and in-house research. In-house research will include review of available information sources for the project site such as: United States Geologic Survey (USGS) 7.5-minute quadrangle topographic map, USFWS National Wetlands Inventory (NWI) map, and the United States Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) soil survey maps.

Potential jurisdictional waters of the U.S., including wetlands, will be located in the field using the Routine On-Site Determination Method, as defined in the *Corps of Engineers Wetlands Delineation Manual* and the applicable Regional Supplement¹. This technique is a multi-parameter approach, requiring positive evidence of three criteria: *hydrophytic vegetation, hydric soils, and wetland hydrology*.

Areas exhibiting the above three wetland characteristics, as well as surface waters, will be considered potentially jurisdictional. The boundaries of identified wetlands will be flagged in the field using surveyors flagging for subsequent location by a licensed land surveyor Sain chooses to retain. The approximate centerline of identified streams will be flagged as well. We will record the locations of the boundary flags with a handheld, non-mapping grade global positioning system (GPS) unit. We will provide a report of findings and will indicate the approximate location of the identified areas (streams and wetlands) on an aerial site exhibit. The acreage of the wetland and linear footage of the streams will be estimated based on GPS points and is not considered a formal survey. Survey costs are not included in this proposal but can be provided as an additional scope of service upon request.

Regulatory Concurrence of Delineation

All delineations and jurisdictional opinions are preliminary until verified by the USACE and should be used for planning purposes only until verification is complete. Only the USACE has regulatory authority to determine

¹ Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington, D.C. 100 pp. plus appendices. U.S. Army Corps of Engineers. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-10-20. Vicksburg, MS: U.S. Army Engineer Research and Development Center.



Proposal for Environmental Consulting Services
Slaughter Road Intersection
 Huntsville, Madison County, Alabama
 S&ME Proposal No. 24820131

jurisdiction and to verify wetland boundaries. In the case of discrepancies, the USACE's determination of wetland boundaries takes precedence. The USACE provides concurrence on the identified and delineated water bodies and wetlands and whether they are subject to the CWA or the Rivers and Harbors Act jurisdiction. The USACE and/or the Environmental Protection Agency (EPA) will make the final decision as to the determination of jurisdictional waters of the U.S. observed within the project area.

We understand that ALDOT will submit S&ME's report of findings with a request for concurrence of S&ME's delineated boundaries and a jurisdictional determination to the USACE. The verification may require S&ME to conduct a second site visit for the purpose of meeting the USACE representative for confirmation of the identified features. This second site visit, if necessary, is not included in this scope of services; however, a change order can be provided if requested. Please be aware that it usually takes at least 45 to 60 days from the date a request is submitted for the jurisdictional determination to be completed. Approved jurisdictional determinations are typically valid for five years from the date of issuance.

If construction activities (or any associated permitting, if warranted) are initiated prior to obtaining the written verification from the USACE, S&ME is not responsible if the construction results in a violation and associated fines or penalties levied by the USACE.

Task 2 – Preliminary Protected Species Habitat Assessment

A review of the Alabama Department of Conservation and Natural Resources (ADCNR) and the USFWS protected species databases for Madison County will be conducted in-house. The searches will catalog the threatened and endangered species and suitable habitats likely to be encountered on or adjacent to the project area.

Based on the information obtained during the database review, S&ME will conduct a site visit concurrently with the wetlands delineation to determine the potential presence of listed protected species and possible habitats for the species. If suitable habitat is identified for the listed protected species, we will photograph the areas, generally describe them in the report, and provide our opinion as to the potential for the site to support the listed protected species. No specimens will be collected during the site assessment. Once the habitat surveys have been completed, we will submit our findings and recommendations to you in a summary report.

We understand that Sain will forward the report to ALDOT and that ALDOT will coordinate with the USFWS for review and comments. In addition, S&ME will upload a copy of the report to the USFWS's *Information for Planning and Consultation* online system. **Please be aware that if S&ME were requested to contact USFWS, it usually takes 30 days to receive a response.**

Please also be aware that if potential habitat for protected species is identified in the project area, additional assessment beyond the scope of this proposal may be required. For example, the USFWS can require an assessment for protected aquatic species or assessments of certain species or potential habitats during an appropriate survey window, such as when a certain plant is in bloom, to increase the chance of observing it if it is present. If these services are desired, S&ME will provide a change order to outline the additional requested scope and fee.



Proposal for Environmental Consulting Services
Slaughter Road Intersection
 Huntsville, Madison County, Alabama
 S&ME Proposal No. 24820131

Task 3 - Hazardous Waste Site Inventory

A review of reasonably ascertainable federal, state, and tribal standard environmental record sources and selected local sources will be conducted to assist in identifying potential hazardous substances or petroleum product sites within the project area. The search of these records will be performed in part by a firm specializing in this service subcontracted to S&ME. Our review of local sources will include one or more of the following resources: aerial photographs, fire insurance maps, property tax records, street directories, USGS 7.5-minute topographic maps, planning department data, fire department or health department records, town historian, and zoning/land use records of the property and vicinity for evidence suggesting past uses that might have involved hazardous substances or petroleum products. These reviews will take place prior to S&ME's site visit.

Concurrent with the site visit proposed under Task 1, we will observe the project area for visible signs of environmental conditions and indication of findings identified during our review of the public record that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited within the project area.

Appropriate ALDOT hazardous materials forms will be forwarded to Sain if potentially hazardous waste sites are located within the immediate project area. Drilling and/or environmental sampling is considered beyond the scope of this project.

Task 4 – Preliminary Cultural Resources Review

S&ME will complete a background literature and records search for the project area. This review will be conducted through an examination of the Alabama State Site File, maintained by the Office for Archaeological Research (OAR), as well as the National Register of Historic Places (NRHP) files and the Alabama Register of Landmarks and Heritage, which is maintained by the Alabama Historic Commission (AHC). The records examined at OAR will include information about previously recorded archaeological sites and previously completed surveys in and around the project area; the NRHP files and the Alabama Register of Landmarks and Heritage will provide a list of resources that are listed or eligible for listing in the NRHP. Historic maps of the project area, including atlases, county road maps, topographic maps, soil maps, Sanborn maps, and aerial photographs, as appropriate, will also be examined.

If significant resources have been previously recorded within or adjacent to the project area, S&ME will notify Sain prior to completing the summary report.

Results of the desktop review will consist of a compilation of previously documented cultural resources that are in or near the project area and results of previously conducted cultural resource surveys within the project area and will serve to provide a historical context for the study area. If structures are present within the project area, photos and a brief description of each structure will be included in the summary report. Recommendations for additional cultural resource work that may be required by AHC, or the federal agency will also be provided.

Due to a change in AHC procedures, consultants can no longer submit information regarding projects to the AHC on behalf of a federal agency. S&ME will submit the summary report and project review form to the appropriate agency for submission to the AHC, at that point the AHC will respond requesting a survey or not. AHC has 30 days



Proposal for Environmental Consulting Services
Slaughter Road Intersection
Huntsville, Madison County, Alabama
S&ME Proposal No. 24820131

to review and comment regarding their level of interest in the project. If an archaeological or architectural survey is requested, we can provide a change order for these services.

◆ **Excluded Services**

Without attempting to be a complete list of items excluded from this task, the following are specifically excluded from this scope of services:

- Air Quality Impact Analysis (Carbon Monoxide and/or Quantitative PM2.5);
- Noise Impact Analysis;
- Phase I and II ESA;
- Civil surveying;
- USACE and/or ADEM permitting or mitigation;
- Additional regulatory interactions, other than those described above, that may be required;
- Section 7 compliance including USFWS coordination, species-specific surveys, and species collection;
- Section 106 compliance;
- Compliance with the National Historic Preservation Act (NHPA) or the National Environmental Policy Act (NEPA);
- Attendance at public meetings or interagency coordination meetings; and
- Environmental sampling and analysis.

S&ME is capable of providing these services if appropriate. A scope of work and cost estimate for performing these services can be provided upon request.

◆ **Schedule and Deliverables**

Based on our understanding of the project, S&ME proposes to begin work on this project upon receiving written authorization. Our field services can be scheduled within ten business days of authorization and completed in one business day, assuming there are no delays due to weather or site accessibility. We can complete our reports of findings within 15 to 20 business days of completing our field evaluation. If this schedule does not meet your needs, please let us know and we will evaluate how it may be compressed.

S&ME will email one electronic copy of the final reports. Upon request, hard copies will be mailed to the Client.

◆ **Fees**

Based on the supplied project information and our experience with similar projects, S&ME proposes the following lump sum fees:

Task 1: Jurisdictional Waters Assessment.....\$6,650¹

¹ This fee is for determination and delineation of potential jurisdictional waters. This fee does not include submissions to the USACE (which will be completed by ALDOT) or an additional site visit to meet with the USACE for the purposes of obtaining a jurisdictional determination if deemed necessary by the USACE.

Task 2: Preliminary Protected Species Habitat Assessment\$4,500



Proposal for Environmental Consulting Services
Slaughter Road Intersection
Huntsville, Madison County, Alabama
S&ME Proposal No. 24820131

²This fee assumes this task is performed concurrently with Task 1 Jurisdictional Waters Assessment.

Task 3: Hazardous Waste Site Inventory\$3,850

³This fee assumes this task is performed concurrently with Task 1 Jurisdictional Waters Assessment.

Task 4: Preliminary Cultural Resources Review.....\$2,500

◆ **Authorization**

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

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

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

◆ **Closing**

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

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

Sincerely,

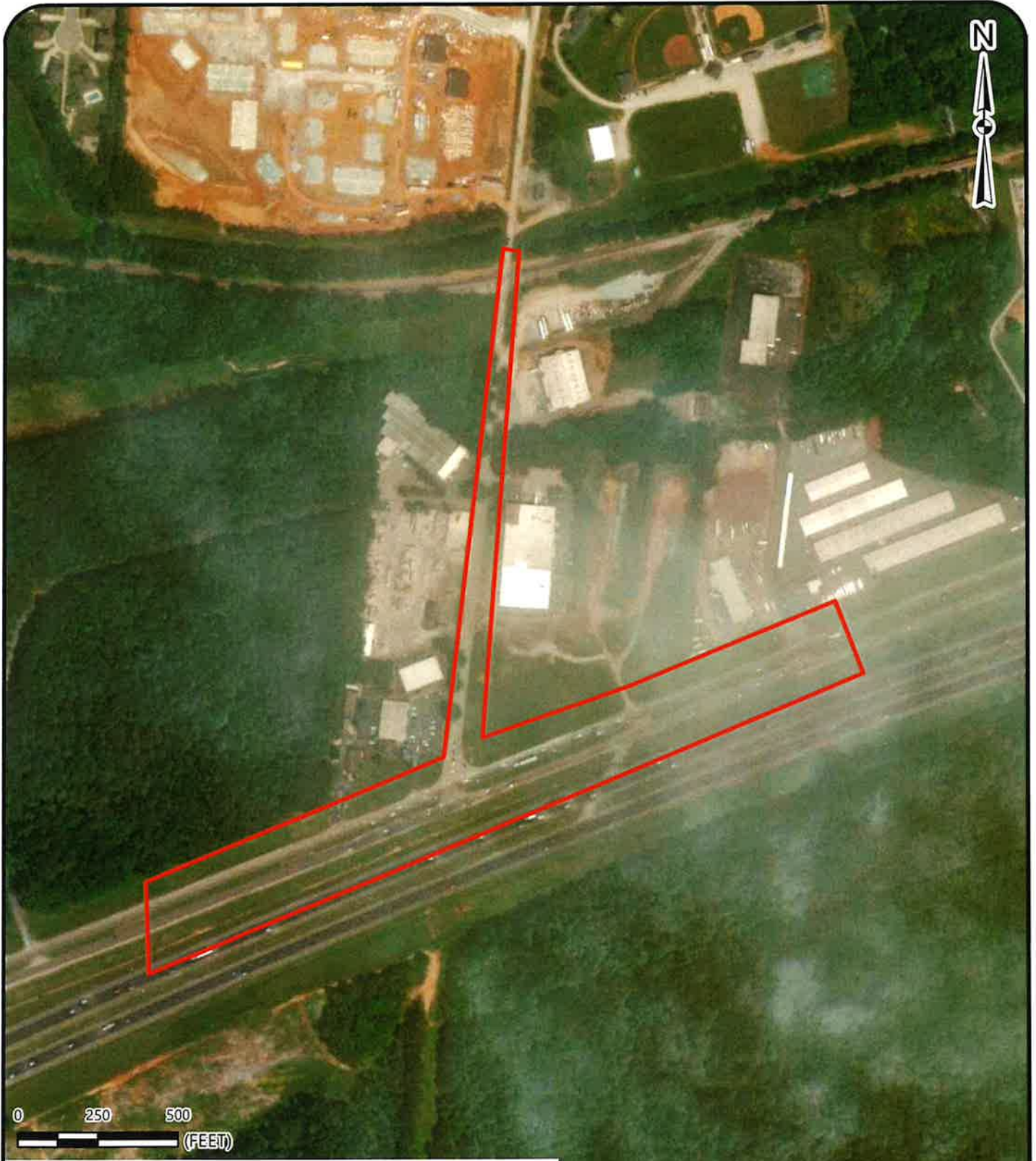
S&ME, Inc.


Emily Jo Kennedy
Project Scientist


Joey Lawler
Senior Reviewer

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

Attachments



REFERENCE:

GIS BASE LAYERS WERE OBTAINED FROM ARCMAP. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

 APPROXIMATE EVALUATION AREA



AERIAL IMAGE

SLAUGHTER ROAD INTERSECTION
HUNTSVILLE, MADISON COUNTY, ALABAMA

SCALE:
1:5,000

DATE:
09-03-24
PROJECT NUMBER
24820131

FIGURE NO.

1

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Sain Associates Inc.
- City of Huntsville current taxpayer identification number (if available): 7173
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I.D. Number & Filing State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>016-162 ALABAMA</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

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

Signature: Vanna Rutledge Title (if applicable): Controller, V.P.

Type or legibly write name: Vanna Rutledge Date: 1/30/12

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

ATTACHMENT 4 **DESIGN REVIEWS**

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 sub-consultants 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

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. 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 insure that funding limitations are not being exceeded and to insure 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 Officer (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
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFERENCE PAGE 8 OF ATTACHMENT 1

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

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

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

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

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

Milestone Submittals	Scheduled Date	Actual Date
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: <u>December 20, 2025</u>	_____	_____

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

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

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

COMMENTS:

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

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

CONSULTANT _____	DATE _____	CITY PROJECT ENGINEER _____	DATE _____
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ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
S&ME, Inc. 360D Quality Circle, NW Suite 450 Huntsville, AL 35806	Environmental Services Assessment	\$17,500.00
GTEC, Inc. 4890 University Square Suite 2 Huntsville, AL 35816	Geotechnical Engineering Study	\$35,295.00
	SUB-TOTAL	\$52,795.00
	5% Administrative Fee	\$2,639.75
	TOTAL	\$55,434.75

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
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
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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

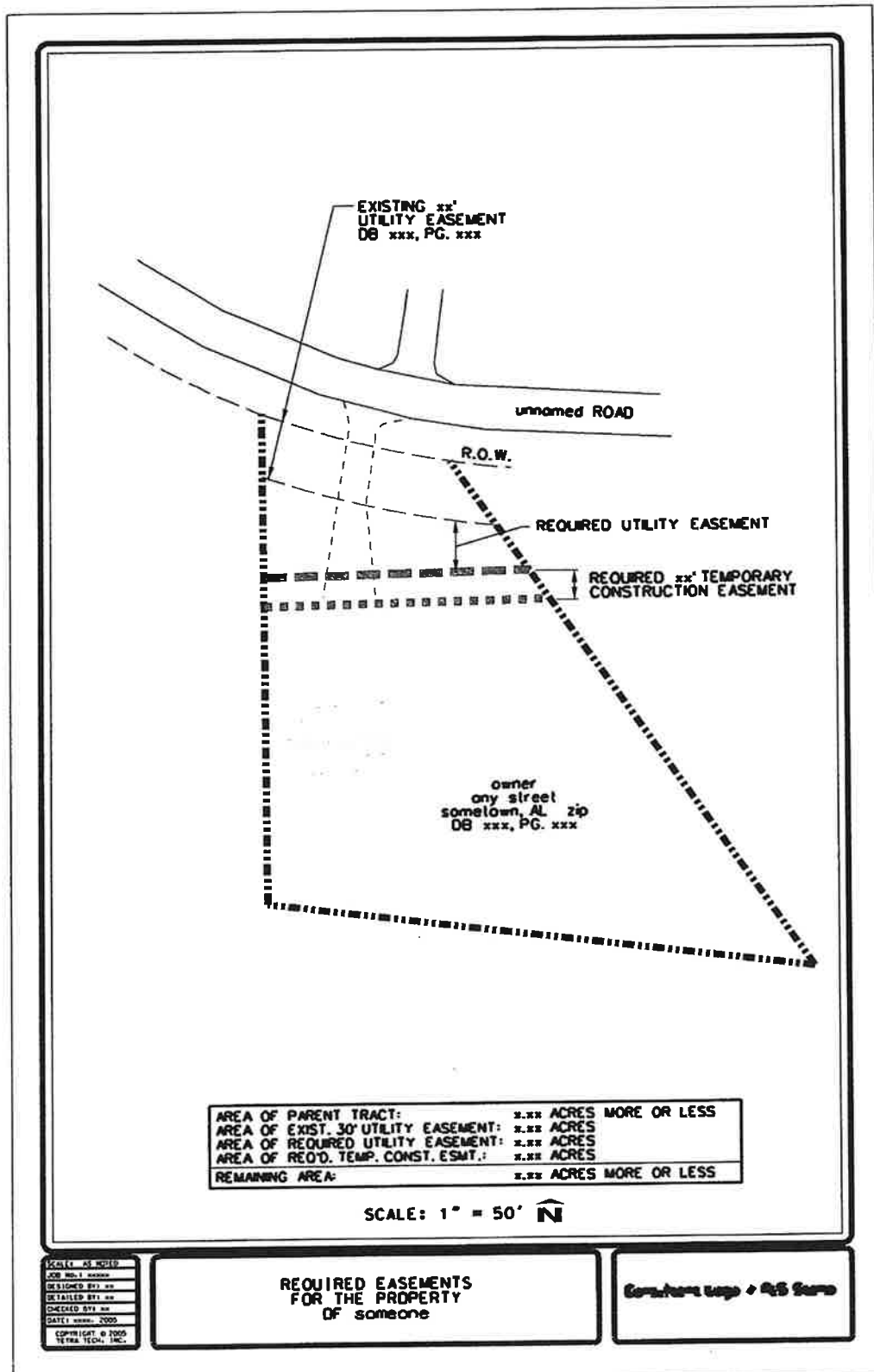
FIELD CONTACT PERSON: _____ PHONE: _____

OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

CONSTRUCTION PLANS FOR PROJECT NAME PROJECT INFORMATION		FOR THE CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXXX)		TITLE SHEET PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA		DRAWING NO. PROJECT NO.		DATE PROJECT NO.		SHEET NO. PROJECT NO.	
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ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 1/2" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

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

Color Standards (SAMPLE)

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in 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 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**

YES	NO	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<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