



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2119

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and HDR Engineering Inc. for Professional Services

Resolution No.

Ordinance No.

Finance Information:

Account Number: 1000-74-74100-515370-PN200003-00003

City Cost Amount: \$ 75,321.39

Total Cost: \$ 75,321.39

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

HDR Engineering will assist the Huntsville Area MPO in developing a Bus Rapid Transit (BRT) Federal Trade Administration (FTA) request to enter the Capital Investment Grant Project Development process for the Small

Starts program.

RESOLUTION NO. 22- _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with HDR Engineering, Inc., 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 certain document attached hereto and identified as "Agreement Between the City of Huntsville and HDR Engineering, Inc. for Professional Services" consisting of fourteen (14) pages, and the date of October 13, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of October, 2022.

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

APPROVED this the 13th day of October, 2022.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
HDR ENGINEERING, INC., FOR
PROFESSIONAL SERVICES**

STATE OF ALABAMA)
COUNTY OF MADISON)

This Agreement is entered into by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City" or "Client") and HDR Engineering, Inc. (hereinafter referred to as "HDR" or "Contractor"), a Nebraska corporation, on this the 13th day of October, 2022. The City and HDR hereby agree as follows

WITNESSETH

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

1.0 Scope of Work.

HDR will assist the Huntsville Area Metropolitan Planning Organization (hereinafter the "MPO") in developing the Bus Rapid Transit ("BRT") Federal Transit Administration ("FTA") request to enter the Capital Investment Grant ("CIG") Project Development ("PD") process for the Small Starts program.

The HDR team ("the Consultant") will provide project management duties and coordinate with the MPO project manager. The Consultant will also manage and closely coordinate all tasks and sub-tasks.

The Scope of Work for this Agreement is described more fully in the proposal submitted by HDR, which is attached hereto and incorporated herein by reference as Exhibit "A"

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

2.0 Contract Amount and Payment Schedule.

The City will pay to HDR a total amount of **Seventy-Five Thousand, Three Hundred Twenty-One and 39/100 Dollars (\$75,321.39)** for the products and services provided by HDR pursuant to this Agreement. The City shall pay the said amount in monthly payments based on the percentage of the work completed by HDR for the month billed. Payment shall be due thirty (30) days from the date the City receives the monthly invoice from HDR.

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

3.0 General Terms and Conditions.

3.1 Notices.

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

HDR Engineering, Inc.
Matthew Bell
63 S. Royal Street, Suite 1202
Mobile, AL 36602 Matthew.Bell@hdrinc.com

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

3.2 Project Staff.

Principal in Charge
Ed Coven
(850) 329-1448
Ed.Coven@hdrinc.com

Project Manager
Marc Soronson (602) 793-8002
Marc.Soronson@hdrinc.com

3.3 Time Period.

HDR shall commence the work to be done pursuant to this Agreement on October 17, 2022 and shall complete said work no later than September 30, 2023.

3.4 Work Outside Scope of Project.

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

4.0 Subcontract.

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

5.0 Confidential Information.

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

6.0 Termination.

6.1 Termination for Convenience.

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to HDR. Notice to terminate shall be given to HDR by written notification mailed or hand delivered to the contact address for HDR listed in Section 3.1 herein. In the event of such termination without cause, HDR shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon HDR providing in a timely manner to the City all documents developed, and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope of Work up to the receipt of the notice of termination. HDR shall not be liable for any finalization of such documents that were not signed and/or sealed prior to termination. In such event, HDR shall promptly submit the City its invoice for final payment.

6.2 Termination for Cause.

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination and the failure of the party to cure such cause within the thirty-day period.

7.0 Nonexclusiveness of Remedies.

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

8.0 Injuries to HDR.

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

9.0 Insurance.

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

A. SCOPE OF INSURANCE.

1. General Liability.

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

2. Commercial General Liability.

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

3. Professional Liability.

Insurance may be written on a “claims-made” basis, providing coverage for negligent acts, errors, or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

4. Automobile Liability.

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

5. Workers’ Compensation Insurance.

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

6. Employers Liability Insurance.

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

B LIMITS OF INSURANCE.

1. General Liability.

Commercial General Liability on an “occurrence form” for bodily injury and property damage

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

2. Professional Liability.

Insurance may be made on a “claims-made” basis subject to the terms of section 9.0(A)(3) herein.

\$ 1,000,000 per claim and in the annual aggregate.

3. Automobile Liability.

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

4. Workers' Compensation.

As Required by the State of Alabama Statute

5. Employers Liability.

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS.

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

1. General Liability and Automobile Liability Coverages Only.

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

2. All Coverages.

- a. HDR is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be materially changed/canceled by either party except after thirty (30) days' prior written notice by certified mail,

return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents, or specified volunteers.

D. ACCEPTABILITY OF INSURERS.

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

E. VERIFICATION OF COVERAGE.

The City shall be indicated as a Certificate Holder and HDR shall furnish the City 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. All certificates are to be received and approved by the City before work commences. The City reserves the right to require copies with sensitive and confidential information redacted of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR CONTRACTOR.

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

G. HOLD HARMLESS AGREEMENT.

1. Other Than Professional Liability Exposures.

HDR, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent performance of HDR's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (2) is caused by any negligent act or omission of HDR, or any of their consultants, or anyone directly or indirectly employed by them, or anyone for whose act they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability.

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

3. Intellectual Property Rights.

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

9.1 Consultant and/or Subcontractors Working for the Contractor.

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

10 General Provisions.

10.1 Governing Law and Venue.

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

10.2 Force Majeure.

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

10.3 Headings.

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

10.4 Agreement Deemed to Have Been Jointly Drafted.

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

10.5 Waiver.

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

10.6 All Amendments in Writing.

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

10.7 Property of City.

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

10.8 Third Parties.

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

10.9 Non-Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color,

creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment.

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

10.10 Survivability.

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

10.11 Entire Agreement.

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

10.13 Order of Precedence of Contract Documents.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

HDR ENGINEERING, INC.

By: _____

Its: _____

Scope of Work

This document serves as the scope, schedule, and budget document for the Huntsville Area MPO, Bus Rapid Transit (BRT) Federal Transit Administration (FTA) request to enter the Capital Investment Grant (CIG) Project Development (PD) process for the Small Starts program.

Background

FTA requires that any project pursuing federal dollars through Small Starts must go through PD to be eligible for a construction grant agreement under the CIG program.

Once a project has been admitted in the PD process the project sponsor must complete the following general tasks:

- Complete environmental review process including developing and reviewing alternatives
- Select locally preferred alternative (LPA)
- Adopt the LPA into the fiscally constrained long range transportation plan
- Gain local commitments of all non-Small Starts funding
- Complete sufficient engineering and design

The Huntsville Area MPO desires to advance the 72-Medical Corridor in the FTA Small Starts program. As identified in the recently completed Huntsville High-Capacity Transit (HCT) Final Report, the HCT line would have two operating patterns: from the downtown Huntsville Medical Center, one line will serve the Village of Providence, and one line will serve the Madison Walmart at Balch Rd.

The patterns would alternate such that frequent service is provided between the Downtown Huntsville Medical Center primarily operating along US 72 to Providence Main St; the stretch of the corridor with frequent service is referred to as the trunk. The branch with service to Madison Walmart would operate less frequently. Current ridership in the corridor is approaching FTA warrants for funding.

The project advancing is considered the 72-Medical Corridor as described in Task 1. A supporting map is shown below.



This scope of work is to develop the necessary material to enter the FTA's PD process. The following are the two tasks of this scope:

- Project Management

- Coordinate Network and Corridor analysis with ongoing TDP efforts
- Prepare University Drive Small Starts Project Development Request and Coordinate

Additional detail per task is outlined in the sections below.

Task 1: Project Management

The HDR team ("the Consultant") will provide project management duties and coordinate with the Huntsville Area MPO project manager. The Consultant will also manage and coordinate closely with all tasks and sub-tasks.

This task will also include QA/QC of supporting documentation used to assist in the PD request.

Task 2: Coordinate Network Analysis with Ongoing Network Redesign Efforts

The City of Huntsville is preparing the updated transit development plan (TDP), which covers the entire Huntsville Area MPO transit service area. The TDP will consist of a series of recommendations to improve network transit services. In particular, the TDP will develop a supportive transit network such that the 72-Medical Corridor can sufficiently build ridership to meet FTA Small Starts Warrants.

Task 2 of this scope of work will consist of a series of coordination meetings between HDR, city staff, and TDP consultant staff on the updates to the TDP. the purpose will be to understand the transit network assumptions to support ridership on the 72-Medical Corridor BRT service.

Task 3: Requesting Entry into Project Development

The Huntsville Area MPO has requested that HDR assist with the development of a Request to Enter Project Development for a Small Starts grant in the FTA CIG Program. The first step of this process is to develop a request letter to the FTA Region and FTA Headquarters based on the CIG rules for the FTA Small Starts Program. The request consists of a series of outlined requirements that the MPO must satisfy to be eligible to advance a project into Small Starts. Approval of this request allows funding for subsequent phases to be eligible for reimbursement by FTA should the project qualify to receive a Small Starts grant. Subsequent to approval into Project Development, a Phase 3 scope of work would be developed to advance the identified project into conceptual engineering and NEPA. A specific scope and budget for this effort would be negotiated between HDR and the MPO.

Task 3.1: Reporting Requirements

FTA requires that project sponsors seeking to enter PD submit as their application a short letter addressed to the FTA Associate Administrator for Planning and Environment that includes the following information:

- The name of the study sponsor, any partners involved in the study, and the roles and responsibilities of each
- Identification of a project manager and other key staff that will perform the PD work
- A brief description and clear mapping of the corridor being studied, including its length and key activity centers

- The brief description of the transportation problem in the corridor or a statement of purpose and need
- Electronic copies of or weblinks to prior studies done in the corridor, if any
- Identification of a proposed project if one is known and alternatives to that project if any are being considered
- A brief description of current levels of transit service in the corridor today
- Identification of a cost estimate for the project, if available
- The anticipated cost to complete PD, not including the cost of any work done prior to officially entering the PD phase
- Identification of the non-CIG funding available and committed to conduct the PD work
- Documentation demonstrating commitment of funds for the PD work (e.g. Board resolutions, adopted budgets, approved Capital Improvement Programs, approved Transportation Improvement Programs, letters of commitment)
- An anticipated draft timeline for completing the following activities:
 - compliance with NEPA and related environmental laws
 - selection of a locally preferred alternative (LPA)
 - adoption of the LPA in the fiscally constrained long range transportation plan
 - completion of the activities required to obtain a project rating under the evaluation criteria outlined in the law
 - anticipated receipt of a construction grant agreement from FTA
 - anticipated start of revenue service

The Consultant, working with the Huntsville Area MPO, will prepare a draft and final Request to enter Project Development per the elements above.

A critical component of the submittal is sufficient documentation demonstrating that funding is available and committed to perform the PD work. Project sponsors are expected to have money available to begin the PD work immediately upon entry into the program. Future funding must be documented in the future to qualify as available and committed for entry into PD. FTA intends projects to make quick progress and not linger in the program, which can only happen if funding is available to begin performing the PD work immediately upon entry into the CIG program.

As necessary, the MPO and other entities/stakeholders will support the Consultant related to financial and programming information required by FTA. The deliverable would be a relatively short letter (5-10) outlining the above requirements; however, it must address each of the items listed above.

Task 3.2: Coordinate with FTA and Respond to FTA Comments

The Huntsville Area MPO, with the assistance of HDR will coordinate the development of the PD Request letter and supporting documentation as requested. Upon receipt of a request to enter PD, FTA will review to ensure it contains all of the information listed above. FTA will communicate with the project sponsor, identifying any missing information or specifying the request is considered complete. HDR will coordinate any responses with the Huntsville Area MPO to complete any missing information. Upon approval, FTA processes the request and notifies Congress and the project sponsor in writing within 45 days whether the information was deemed sufficient for entry into PD per FTA requirements.