



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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

**File ID:** TMP-6525

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**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** Not to Exceed \$688,898.00

**Total Cost:** Not to Exceed \$688,898.00

**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 and construction engineering services contract with Garver for Beaverdam Creek Sanitary Sewer Extension consisting of approximately 6,800 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20, to I-565 Pump Station (PS 072). The project also includes the design for an additional 2200 liner feet sanitary sewer extension at Beaverdam Creek to serve future development.



**RESOLUTION NO. 26-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Garver, L.L.C. in a Not to Exceed (NTE) Ceiling Price of SIX HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$688,898.00) for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17, 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 City of Huntsville and Garver, L.L.C. for Engineering Design Services and Engineering Construction Administration Services for Beaverdam Creek Sanitary Sewer Extension, Project No. 71-26-SP17" consisting of a total of twenty-one (21) pages plus thirty-eight (38) additional pages consisting of Attachments 1-16, and the date of February 12, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

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

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

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

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**AND**  
**ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES**  
**FOR**  
**BEAVERDAM CREEK SANITARY SEWER EXTENSION**

**Project No. 71-26-SP17**  
**February 12, 2026**

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

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AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
ENGINEERING DESIGN SERVICES  
AND  
ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES  
FOR  
BEAVERDAM CREEK SANITARY SEWER EXTENSION

Project No. 71-26-SP17

THIS AGREEMENT made as of the 12th day of February in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and Garver, L.L.C., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional engineering services for design and construction administration of Beaverdam Creek Sanitary Sewer Extension, 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.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER professional engineering services for design of Beaverdam Creek Sanitary Sewer Extension.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.8** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.9** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.10** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

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

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

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| Coordinate System: | US State Plane                                      |
| Zone:              | Alabama East 0101                                   |
| Vertical Datum:    | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum:  | The North American Datum of 1983 (NAD 83)           |
| Geoid Model:       | Geoid12B                                            |
| Units:             | US Survey Feet                                      |

- 2.12** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.13** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.14** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER**

- 3.1** The ENGINEER shall provide to OWNER professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advice, engineering support, design modifications, and shop drawing review.
- 3.2** The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.3** The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.



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

the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

- 3.13** The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.14** The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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

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

The following services of the ENGINEER are not included in Article 2 and Article 3. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the 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 February 13, 2026. The final completion date for the completion of design services as outlined in Article 2 and for the completion of construction administration services as outlined in Article 3, shall coincide with the duration of the construction contract for the project.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's

schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, a Not to Exceed (NTE) Ceiling Price of SIX HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$688,898.00) for design services described in Article 2 and construction administration services described in Article 3. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 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 NOT TO EXCEED (NTE) CEILING PRICE**

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### **7.4 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 and Engineering Construction  
Administration Services for Beaverdam Creek Sanitary Sewer Extension –  
Not to Exceed (NTE) Ceiling Price of \$688,898.00

**TOTAL CONTRACT AMOUNT:** **\$688,898.00**

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

### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Water Pollution Control Department, for the basic services described under Articles 2, 3 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

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

### **8.2 TIME FOR PAYMENT**

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

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

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the

ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

#### **8.4 REIMBURSABLE EXPENSES**

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

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

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

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

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

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

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

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

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "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 by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold

harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

**B. Other Than Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or

construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **11.5 NO THIRD-PARTY BENEFICIARIES**

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

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

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

### **11.7 SUBCONTRACT REQUIREMENTS**

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

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; 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 STANDARD OF CARE**

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.

#### **11.15 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ENGINEER:**  
**GARVER, L.L.C.**

BY: \_\_\_\_\_

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

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

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

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

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

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

**OWNER:**  
**CITY OF HUNTSVILLE**

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

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

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

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

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

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

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



**ATTACHMENT 1 - SCOPE OF SERVICES**

**(Refer to letter dated January 30, 2026 from Blake Martin to Randall Stewart and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

January 30, 2026

Mr. Randall Stewart  
City of Huntsville, WPC  
1800 Vermont Road SW  
Huntsville, AL 35802

**Re: Proposal for Professional Engineering Services  
and Construction Inspections Services  
Beaverdam Creek Sanitary Sewer Extension**

Dear Mr. Stewart:

Garver is pleased to provide this proposal for professional engineering services and construction engineering services for the design and bid phase services of the Beaverdam Creek Sanitary Sewer Extension. This project will include the design and construction of approximately 10,000 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20. Then parallel Highway 20 for approximately 4000 liner feet to boundary of preserve. Turning north from there for approximately 3800 liner feet before turning east for approximately 2200 liner feet crossing Beaver Dam Creek, tying into Beaverdam Creek truckline. The specific scope of services for this project is included as **Appendix A**. A supporting map depicting the approximate limits of the extension is included as **Appendix B**.

Based upon the scope of services provided and the project information made available to us thus far, we propose to perform all tasks included in Appendix A for a lump sum amount of \$348,398.00 and construction services for a not to exceed amount of \$340,500.00. A breakdown of the work tasks and associated hours is included as **Appendix C**. A copy of our current hourly rate schedule used to develop these costs is included as **Appendix D**.

We are prepared to begin work immediately upon your authorization and anticipate completing the design phase services within 90 days according to the schedule milestone dates included in Appendix A. If unforeseen delays beyond Garver's control occur, additional time may be required. Please contact us should you have any questions regarding this proposal or need additional information. We appreciate the opportunity to continue to be of service to the City of Huntsville.

Sincerely,

GARVER, LLC

Blake Martin, P.E., CFM  
Field Services Central Director

In concurrence:

Mr. Randall Stewart  
Director of Water Pollution Control

Attachments: Appendix A – Scope of Services  
Appendix B – Supporting Map  
Appendix C – Task and Fee Breakdown  
Appendix D – Current Hourly Rate Schedule  
Appendix E – GTEC, LLC Geotechnical Proposal



## EXHIBIT A (SCOPE OF SERVICES)

### GENERAL

Generally, the scope of services includes professional engineering services for design and bidding services of the Beaverdam Creek Sanitary Sewer extension project. Also, included in the scope is Construction Administration and Inspection Services for the duration of the project construction, anticipated to be a 12-month duration. This project will include the design and construction of approximately 10,000 linear feet of new 24-inch gravity sewer line starting at the existing Greenbrier Road lift station (PS 031) adjacent to Highway 20. Then parallel Highway 20 for approximately 4000 liner feet to boundary of preserve. Turning north from there for approximately 3800 liner feet before turning east for approximately 2200 liner feet crossing Beaver Dam Creek, tying into Beaverdam Creek truckline. Garver will execute design for this project in two submittal phases: Detailed Design (60%) and Final Design (100%). Preliminary Design, Alternate Alignment studies and 30% drawings were previously performed during contact scoping.

A supporting map depicting the approximate alignment is provided in Appendix B.

### 1. SURVEYS

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Garver will establish control points for use during construction.

### 2. GEOTECHNICAL SERVICES

Garver will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of the upgrades. More specifically, a geotechnical exploration will be conducted along the proposed project route. Geotechnical services will be provided by a subconsultant. It is anticipated that up to four (12) bore locations will be required.

### 3. Detailed Design (60%)

The Detailed Design phase (60%) submittal will include plans, ALDOT Permit Applications, and an opinion of probable construction cost. The design phase will represent approximately 60 percent of final construction contract plans. Garver will proceed with Final Design after the 60% Design is approved by the Owner.

Specifically, GARVER shall complete the following efforts as part of the Detailed Design Phase:

#### 3.1. Garver will prepare for and conduct a project meeting to include:

- a. Garver will conduct one (1) Project Kick-Off Meeting. This effort will include meeting minutes that document project goals and objectives, discussions and action items identified during the meeting, and project schedule.
- b. Conduct one field investigation to visually inspect existing conditions.



- 3.2. Garver will perform the following project coordination tasks throughout the Detailed Design Phase:
  - a. Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting project progress versus schedule.
  - b. Monthly project progress and schedule updates.
  - c. Prepare and submit invoices for progress payments.
- 3.3. Detailed Design Drawings
  - a. Garver anticipates the detailed design drawings will include the following:
    - (i.) Cover and General Notes
    - (ii.) Overall Project Layout and Control
    - (iii.) Plan and Profile
    - (iv.) Erosion Control
    - (v.) Standard Construction Details
  - b. Draft Bid Form
  - c. ALDOT permit applications
- 3.4. Detailed Design OPCC
  - a. Garver will prepare an OPCC based on information obtained during the 60% design stage. The OPCC will be presented as part of the Detailed Design Review Workshop.
- 3.5. Detailed Design Review Workshop
  - a. Garver will lead and participate in a Detailed Design Review Workshop with the Owner to deliver and review the detailed design effort. Garver will provide the Owner with detailed design deliverables to be submitted electronically. The workshop will be held at the Owner's main office.
  - b. Garver will prepare meeting minutes and distribute to all attendees following the workshop that document discussions and action items identified during the workshop along with an updated project schedule. Upon completion of the meeting, Garver shall proceed with Detailed Design Phase Services with approval from Owner.
- 3.6. Detailed Design Deliverables
  - a. The following deliverables will be provided to Owner during the detailed design phase:
    - (i.) Electronic (PDF) and three (3) hard copies of the draft 60% Design Documents (half-size drawings), and an OPCC.
    - (ii.) Electronic (PDF) copies of the 60% Design Workshop meeting minutes.

#### **4. FINAL DESIGN**

During the Final Design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost.



Specifically, Garver will complete the following efforts as part of the Final Design phase:

- 4.1. Garver will perform the following project coordination tasks throughout the Final Design Phase effort:
  - a. Maintain an overall schedule for the project and routinely advise the Owner of critical path items affecting the project progress versus schedule.
  - b. Monthly project progress and schedule updates.
  - c. Prepare and submit invoices for progress payments.
  - d. Coordination with 2thePoint Incorporated for proposed interconnection of subdivision and sewer interceptor design.
- 4.2. Final Design Drawings and Specifications
  - a. Incorporate Detailed Design phase comments into drawings and specifications.
  - b. Prepare scope of work for use in advertisements and bid package.
  - c. Final Bid Form and Engineer's Estimate.
  - d. Develop calendar day construction contract duration.
- 4.3. Contract Documents
  - a. The Contract Documents represent bid-ready design drawings and specifications, signed and sealed. Garver will combine drawings and specifications with Owner's standard front-end documents and any other information as required by Owner to competitively bid the work and to create a Contract Documents package.
- 4.4. Final Design Deliverables
  - a. The following final design deliverables will be provided to the Owner:
    - (i.) Electronic (PDF) of the final, bid-ready Contract Documents and OPCC estimate.



## 5. Bidding Services

Upon completion of the Final Design phase and approval of the bid-ready Contract Documents by project stakeholders, Garver will provide the following services for a single bid phase:

### 5.1. Bidding Assistance

- a. The bidding period for prospective bidders is anticipated to be a 30-day period. During the bidding period phase of the project, Garver will:
  - (i.) Prepare an agenda for the Pre-Bid Meeting.
  - (ii.) Attend the Pre-Bid Meeting.
  - (iii.) Support the contract documents by preparing addenda as appropriate. This effort includes receiving and answering questions from prospective bidders and, if necessary, addressing these questions via addenda.
  - (iv.) Attend the Bid Opening.

## 6. CONSTRUCTION PHASE SERVICES

Construction Administration and Inspection Services are included as part of this Scope of Work. Garver will provide a fulltime resident construction observer for the duration of the project. Garver will provide project engineer to review submittals, hold monthly progress meetings and review of contract payment request.

## 7. EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

- a. Easement acquisition services.
- b. Property Surveys
- c. Electrical aid-to-construction (ATC) expenses.
- d. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- e. Presence/absence surveys for protected species, formal consultation with USFWS, and/or preparation of a Biological Assessment.
- f. Multiple design scenarios or bid packages.
- g. Design, submittals, and/or deliverables in addition to those listed herein.
- h. Construction phase services.
- i. Construction materials testing.
- j. Environmental assessments or evaluations.
- k. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- l. Hydraulics and hydrology for floodway No-Rise Certification and Individual 404 permit.
- m. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- n. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- o. Warranty assistance.
- p. Financial Assistance.
- q. Bid phase services not listed herein including prequalification of potential bidders, preparation of advertisement for bids, posting and/or managing online planroom, bid tabulation, preparation of construction contract, or preparation of conformed documents.



- r. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

## 8. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below:

| Phase Description           | Estimated Calendar Days                     |
|-----------------------------|---------------------------------------------|
| Geotechnical Engineering    | 45 days from Notice to Proceed              |
| Survey                      | 30 days from Notice to Proceed              |
| Detailed Design             | 30 days from Notice to Proceed              |
| Final Design                | 30 days from approval of Detailed Design    |
| Bidding Services            | Immediately upon completion of Final Design |
| Construction Phase Services | Notice to proceed to contractor             |

|                                                                                                                                                       |                                                |                              |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------|-------------------------------|
|  5125A Research Drive NW<br>Huntsville, AL 35805<br>(256) 534-5512 | BEAVERDAM CREEK<br>SANITARY SEWER<br>EXTENSION | APPENDIX B<br>SUPPORTING MAP | FIGURE NUMBER<br><b>C-101</b> |
|                                                                                                                                                       | HUNTSVILLE, ALABAMA                            |                              | SHEET<br>NUMBER <b>01</b>     |



| EXHIBIT - C                                                                                                        |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------------|-----------------------------------------|----------------------------------------------------|-------------------------------------------------------|------------------------------------------------|--------------|
| Garver - Estimated Labor Requirements and Anticipated Personnel                                                    |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| Fee Proposal for Professional Land Surveying and Engineering Services for Beaverdam Creek Sanitary Sewer Extension |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| 20-Nov-25                                                                                                          |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| ITEM                                                                                                               | Engineer, E-4<br>Project Manager<br>@ \$216/HR | Inspector, C-3<br>Senior Inspector<br>@ \$211/HR | Engineer, E-2<br>Project Engineer<br>@ \$162/HR | Engineer, E-1<br>Engineer<br>@ \$130/HR | Professional<br>Surveyor, S-6<br>PLS<br>@ \$227/HR | 2-Man Survey<br>Crew(GPS)<br>Field Crew<br>@ \$243/HR | Technicians, T-<br>2<br>CAD Tech<br>@ \$130/HR | Total        |
| <b>Professional Land Surveying Services</b>                                                                        |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| Project Management QA/QC/Coordination Meetings                                                                     |                                                |                                                  |                                                 |                                         | 32                                                 |                                                       | 16                                             | \$9,344.00   |
| Deed and records research                                                                                          |                                                |                                                  |                                                 |                                         |                                                    |                                                       | 24                                             | \$3,120.00   |
| Control Survey and Topographic Survey                                                                              |                                                |                                                  |                                                 |                                         |                                                    | 60                                                    |                                                | \$14,580.00  |
| Develop project property map, & tract sketches                                                                     |                                                |                                                  |                                                 |                                         | 16                                                 |                                                       | 60                                             | \$11,432.00  |
| Process Survey Data - Create Surface Model                                                                         |                                                |                                                  |                                                 |                                         |                                                    |                                                       | 48                                             | \$6,240.00   |
| Preliminary Topo and Staking (Creek Sections)                                                                      |                                                |                                                  |                                                 |                                         | 2                                                  | 21                                                    | 32                                             | \$9,717.00   |
| <b>\$54,433.00</b>                                                                                                 |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| <b>Civil Engineering Design Services</b>                                                                           |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| Preliminary Design and Alternate Alignment study                                                                   | 100                                            |                                                  | 100                                             | 80                                      |                                                    |                                                       |                                                | \$48,200.00  |
| Prepare and Submit 60% Construction Drawings                                                                       | 80                                             |                                                  | 100                                             | 200                                     |                                                    |                                                       |                                                | \$59,480.00  |
| Prepare and Submit 100% Construction Drawings                                                                      | 56                                             |                                                  | 70                                              | 200                                     |                                                    |                                                       |                                                | \$49,436.00  |
| Prepare and Submit Quantity and Pricing Estimates                                                                  | 32                                             |                                                  | 60                                              | 100                                     |                                                    |                                                       |                                                | \$29,632.00  |
| Prepare Bidding Package, RFIs, Issue Addenda                                                                       | 32                                             |                                                  | 40                                              | 60                                      |                                                    |                                                       |                                                | \$21,192.00  |
| Coordination with stakeholders, design meetings                                                                    | 16                                             |                                                  | 32                                              | 40                                      |                                                    |                                                       |                                                | \$13,840.00  |
| ALDOT Permitting                                                                                                   | 40                                             |                                                  | 50                                              | 60                                      |                                                    |                                                       |                                                | \$24,540.00  |
| QC/QA                                                                                                              | 24                                             |                                                  | 20                                              | 32                                      |                                                    |                                                       |                                                | \$12,584.00  |
| <b>\$258,904.00</b>                                                                                                |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| <b>G-TEC Geotechnical Subsurface Exploration</b>                                                                   |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| Subsurface Exploration & Report                                                                                    |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                | \$35,061.00  |
| <b>Construction Services</b>                                                                                       |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |
| Coordination, Planning and QC/QA reviews                                                                           | 40                                             |                                                  |                                                 | 40                                      |                                                    |                                                       |                                                | \$13,840.00  |
| Full Time Inspection                                                                                               |                                                | 1500                                             |                                                 |                                         |                                                    |                                                       |                                                | \$316,500.00 |
| RFI and Submittal Reviews                                                                                          | 20                                             |                                                  | 20                                              | 20                                      |                                                    |                                                       |                                                | \$10,160.00  |
| <b>\$340,500.00</b>                                                                                                |                                                |                                                  |                                                 |                                         |                                                    |                                                       |                                                |              |



January 30, 2026

Garver  
5125 Research Drive NW  
Huntsville, Alabama 35805

ATTN: Mr. Zachary Turner, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study  
Beaverdam Creek Sanitary Sewer Extension  
Huntsville, Limestone County, Alabama  
GTEC Proposal No. P-00869 Rev 1

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Huntsville, Limestone County, Alabama. Updated project information was provided by Mr. Zachary Turner via email on January 28, 2026. This revised proposal describes the site and presents a planned scope of services, fee, and anticipated schedule for the updated layout.

## PROJECT INFORMATION

GTEC, LLC understands Garver is assisting the City of Huntsville's Water Pollution Control with the design of a sanitary sewer extension on the north side of Old Highway 20 in Huntsville, Alabama. The proposed sanitary sewer line will have a diameter of 24 inches and be located 20 feet north of the roadway. Referencing provided drawings, the proposed route begins approximately 1,700 feet east of Greenbrier Parkway and travels northeast along Old Highway 20 until station 41+15. At station 41+15, the alignment travels north until Station 77+00 where the route diverts east. We understand that jack and bore techniques will be used where the route crosses Beaverdam Creek between stations 89+00 and 91+00. The provided profile shows the line is planned for depths of up to 30 feet beneath the existing ground surface. The proposed depth of the line near Beaverdam Creek is about 12 feet.

GTEC was provided Section 4.2 of the City of Huntsville's *Design and Acceptance Manual for Sanitary Sewers*. This proposal has been prepared in accordance with these guidelines.

## SCOPE OF SERVICES

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



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

#### Field Activities

Since the northeastern portion of the site is heavily vegetated, GTEC will coordinate or provide clearing services to access our proposed test locations. Our scope does not include efforts to access the area during flooded conditions.

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

GTEC proposes to explore the subsurface conditions with twenty-two (22) soil test borings during this study. The borings will be performed at the locations and to the depths described in the following table.

| Proposed Boring Number | Proposed Boring Station | Proposed Bottom Depth of SS Line (feet) | Proposed Boring Depth (feet) |
|------------------------|-------------------------|-----------------------------------------|------------------------------|
| G-1                    | 0+00                    | 7                                       | 10                           |
| G-2                    | 5+00                    | 7                                       | 10                           |
| G-3                    | 10+00                   | 7                                       | 10                           |
| G-4                    | 15+00                   | 7                                       | 10                           |
| G-5                    | 20+00                   | 16                                      | 20                           |
| G-6                    | 25+00                   | 30                                      | 35                           |
| G-7                    | 30+00                   | 29                                      | 30                           |
| G-8                    | 35+00                   | 15                                      | 20                           |
| G-9                    | 40+00                   | 22                                      | 25                           |
| G-10                   | 45+00                   | 26                                      | 30                           |
| G-11                   | 50+00                   | 24                                      | 30                           |
| G-12                   | 55+00                   | 10                                      | 15                           |
| G-13                   | 60+00                   | 16                                      | 20                           |
| G-14                   | 65+00                   | 13                                      | 15                           |
| G-15                   | 70+00                   | 25                                      | 30                           |
| G-16                   | 75+00                   | 29                                      | 35                           |
| G-17                   | 80+00                   | 26                                      | 30                           |
| G-18                   | 85+00                   | 11                                      | 15                           |
| G-19                   | 89+50                   | 12                                      | 15                           |
| G-20                   | 90+50                   | 12                                      | 15                           |
| G-21                   | 95+00                   | 12                                      | 15                           |
| G-22                   | 100+00                  | 15                                      | 20                           |



Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 5-foot intervals to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log.

In borings G-19 and G-20 at the location of the jack and bore, if auger refusal is encountered above 12 feet, we will extend one boring by 10 feet using NQ rock coring techniques. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the 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), ASTM D2216
- Atterberg Limits, ASTM D4318
- Particle Size Analysis of Soil, ASTM D422

#### Engineering Evaluation and Report

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

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Recommendations for directional drilling,
- Preliminary OSHA classification of trench soils at boring locations, and
- Groundwater concerns, if encountered.

### **CLIENT RESPONSIBILITIES**

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

- Plans and Specifications: GTEC has been provided a route alignment drawing and profiles. GTEC requests the client send current and updated drawings as the project progresses. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, structural loadings, and grading plans.
- Field Work Scheduling and Site Access: GTEC requests the client provide any field work scheduling restrictions for the site or any 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.

## FEE AND SCHEDULE

At this time, we propose our services described for the fees listed in the following table:

| Services                       | Fee Type | Fee      |
|--------------------------------|----------|----------|
| Geotechnical Engineering Study | Lump Sum | \$28,582 |
| Clearing (if required)         | Lump Sum | \$6,479  |
| Estimated Total                |          | \$35,061 |

Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within six to seven weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

## AUTHORIZATION

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

To Authorize this Proposal, please sign below:

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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



## CLOSING REMARKS

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

Respectfully,  
GTEC

A handwritten signature in blue ink, reading 'Cesar Castillo'.

Cesar G. Castillo, E.I.  
Project Manager

A handwritten signature in blue ink, reading 'Rachel T. Finch'.

Rachel T. Finch, P.E.  
Senior Engineer

Attachments: General Terms and Conditions



# ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

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

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

| Type of Ownership<br>(check appropriate box)                             | Entity I.D. Number<br>& Applicable 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 checked="" type="checkbox"/> LLC (Multi-Member)                   | Number & State: <u>136653 - AL</u><br><u>01-0733400 - EIN</u> |
| <input type="checkbox"/> Corporation                                     | Number & State:                                               |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law):          |

710309583  
AL TAX ID

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

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

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

Signature: [Signature]  
Type or legibly write name: JERRY D. MCCARTHY

Title (if applicable): Regional Office Administrator  
Date: 1/6/12

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

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



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

### **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)

- |                                                                                                                                               |                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• ENGINEER</li> <li>• ALDOT (as appropriate for the type of project)</li> <li>• Real Estate</li> </ul> | <ul style="list-style-type: none"> <li>• Landscape Management</li> <li>• Utilities</li> <li>• Traffic Engineering</li> <li>• Planning</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

#### **DISCUSSION TOPICS:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Authority of OWNERS representative (Written submittal made to the ENGINEER)</li> <li>• Scope of Work</li> <li>• Time Requirements</li> <li>• Budget Restraints</li> <li>• Testing Requirements</li> <li>• Permit Responsibilities</li> <li>• Design criteria</li> <li>• LC&amp;E requirements</li> <li>• Plan Requirements</li> <li>• Special Conditions</li> <li>• Utility Project Notification and a list of all utilities that need to be contacted.</li> </ul> | <ul style="list-style-type: none"> <li>• Tree Ordinance</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

## 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 - ENGINEERS PERSONNEL FEE SCHEDULE



Exhibit D

Client

Project Name

Garver Hourly Rate Schedule: July 2025 - June 2026

| Classification                  | Rates     | Classification                     | Rates     |
|---------------------------------|-----------|------------------------------------|-----------|
| <b>Engineers / Architects</b>   |           | <b>Resource Specialists</b>        |           |
| E-1                             | \$ 130.00 | RS-1                               | \$ 113.00 |
| E-2                             | \$ 162.00 | RS-2                               | \$ 148.00 |
| E-3                             | \$ 184.00 | RS-3                               | \$ 210.00 |
| E-4                             | \$ 216.00 | RS-4                               | \$ 290.00 |
| E-5                             | \$ 254.00 | RS-5                               | \$ 362.00 |
| E-6                             | \$ 303.00 | RS-6                               | \$ 497.00 |
| E-7                             | \$ 343.00 | RS-7                               | \$ 497.00 |
| <b>Planners</b>                 |           | <b>Environmental Specialists</b>   |           |
| P-1                             | \$ 119.00 | ES-1                               | \$ 111.00 |
| P-2                             | \$ 152.00 | ES-2                               | \$ 164.00 |
| P-3                             | \$ 173.00 | ES-3                               | \$ 182.00 |
| P-4                             | \$ 195.00 | ES-4                               | \$ 214.00 |
| P-5                             | \$ 222.00 | ES-5                               | \$ 276.00 |
| <b>Designers</b>                |           | ES-6                               | \$ 344.00 |
| D-1                             | \$ 125.00 | ES-7                               | \$ 430.00 |
| D-2                             | \$ 154.00 | ES-8                               | \$ 486.00 |
| D-3                             | \$ 168.00 | <b>Project Controls</b>            |           |
| D-4                             | \$ 184.00 | PC-1                               | \$ 115.00 |
| D-5                             | \$ 222.00 | PC-2                               | \$ 152.00 |
| <b>Technicians</b>              |           | PC-3                               | \$ 193.00 |
| T-1                             | \$ 108.00 | PC-4                               | \$ 248.00 |
| T-2                             | \$ 130.00 | PC-5                               | \$ 303.00 |
| T-3                             | \$ 146.00 | PC-6                               | \$ 390.00 |
| T-4                             | \$ 162.00 | PC-7                               | \$ 491.00 |
| <b>Surveyors</b>                |           | <b>Management / Administration</b> |           |
| S-1                             | \$ 63.00  | AM-1                               | \$ 76.00  |
| S-2                             | \$ 77.00  | AM-2                               | \$ 98.00  |
| S-3                             | \$ 98.00  | AM-3                               | \$ 141.00 |
| S-4                             | \$ 146.00 | AM-4                               | \$ 184.00 |
| S-5                             | \$ 211.00 | AM-5                               | \$ 249.00 |
| S-6                             | \$ 227.00 | AM-6                               | \$ 303.00 |
| S-7                             | \$ 243.00 | AM-7                               | \$ 411.00 |
| S-8                             | \$ 168.00 | M-1                                | \$ 594.00 |
| 2-Man Crew (Survey)             | \$ 243.00 |                                    |           |
| 3-Man Crew (Survey)             | \$ 308.00 |                                    |           |
| 2-Man Crew (GPS Survey)         | \$ 254.00 |                                    |           |
| 3-Man Crew (GPS Survey)         | \$ 308.00 |                                    |           |
| <b>Construction Observation</b> |           |                                    |           |
| C-1                             | \$ 125.00 |                                    |           |
| C-2                             | \$ 157.00 |                                    |           |
| C-3                             | \$ 211.00 |                                    |           |
| C-4                             | \$ 270.00 |                                    |           |
| C-5                             | \$ 308.00 |                                    |           |



**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:

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| MILESTONE SUBMITTALS        | SCHEDULED DATE | ACTUAL DATE |
|-----------------------------|----------------|-------------|
| 30%                         | _____          | _____       |
| 60%                         | _____          | _____       |
| 90%                         | _____          | _____       |
| 100%                        | _____          | _____       |
| "FINAL" INVOICE SUBMITTED   | _____          | _____       |
| SUBCONSULTANTS PAID IN FULL | _____          | _____       |
| CONTRACTED COMPLETION DATE: | _____          | _____       |

(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:

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

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

|                  |            |                             |            |
|------------------|------------|-----------------------------|------------|
| CONSULTANT _____ | DATE _____ | CITY PROJECT ENGINEER _____ | DATE _____ |
|------------------|------------|-----------------------------|------------|

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

| <b>CONSULTANT NAME<br/>AND ADDRESS</b> | <b>DESCRIPTION OF SERVICES</b>        | <b>FEE</b>         |
|----------------------------------------|---------------------------------------|--------------------|
| <b>GTEC</b>                            | <b>Geotechnical Engineering Study</b> | <b>\$35,061.00</b> |
|                                        |                                       |                    |
|                                        |                                       |                    |
|                                        | <b>SUB-TOTAL</b>                      | <b>\$35,061.00</b> |
|                                        | <b>5% Administrative Fee</b>          | <b>\$0</b>         |
|                                        | <b>TOTAL</b>                          | <b>\$35,061.00</b> |

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

| <b>REQUIREMENT</b>                                                                                                                                               | <b>SUBMIT TO</b>     | <b>SUBMITTAL REQUIREMENT DATE</b>                                                      | <b>NUMBER OF COPIES</b> | <b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------|
| Deviations from OWNER's standards.                                                                                                                               | OWNER                | Prior to incorporating deviations.                                                     | 2                       | Article 2.5                                       |
| Products or materials specified by the ENGINEER that are available from only one source.                                                                         | OWNER                | Prior to 100% submittal.                                                               | 2                       | Article 2.2                                       |
| ADA grades, elevations and layout                                                                                                                                | OWNER                | 90% review, 100% complete                                                              | 2                       | Article 2.6                                       |
| Approval of ENGINEER's Request for Payment.                                                                                                                      | OWNER                | Within ten (10) days of receipt of the request from the ENGINEER.                      | N/A                     | Article 3.4                                       |
| Approval of ENGINEER submittals                                                                                                                                  | OWNER                | So as to cause no delay to the ENGINEER or the PROJECT.                                | N/A                     | Article 3.8                                       |
| Change order changes that reduce construction requirements.                                                                                                      | OWNER                | Prior to authorizing a change.                                                         | N/A                     | Article 3.11                                      |
| Any information pertaining to any claim.                                                                                                                         | OWNER                | Immediately                                                                            | 2                       | Article 3.12                                      |
| Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.             | ENGINEER             | So as to not delay the services of the ENGINEER.                                       | 2                       | Article 5.1, 5.2                                  |
| Notification of delays.                                                                                                                                          | ENGINEER;<br>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<br>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<br>60% review – from all affected parties<br>90% review – Signed Acceptance Utility Project Notification Form | 2                                                | Attachment 4, 10                                                                |
| Design Calculations                                                | Project Engineer | 90% review, 100% complete                                                                                                                                                 | 1                                                | Attachment 4                                                                    |
| Digital copy of drawings.                                          | Project Engineer | 100% complete – 1 in .dgn format; 1 in .tiff or .pdf format                                                                                                               | 2                                                | Attachment 4                                                                    |
| Digital text files.                                                | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Bid Quantities.                                                    | Project Engineer | 100% complete. Digital in Excel 2003 format and hard copy                                                                                                                 | 3                                                | Attachment 4                                                                    |
| Permits and Permit Applications                                    | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Field notes.                                                       | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Digital aerial photography.                                        | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Progress Report (Art. 8)                                           | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage.                                                                                  | 4 hard; 1 digital monthly                        | Attachment 4                                                                    |

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

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

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

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

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

### **OTHER DOCUMENTS**

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

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

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

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

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

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

DO \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

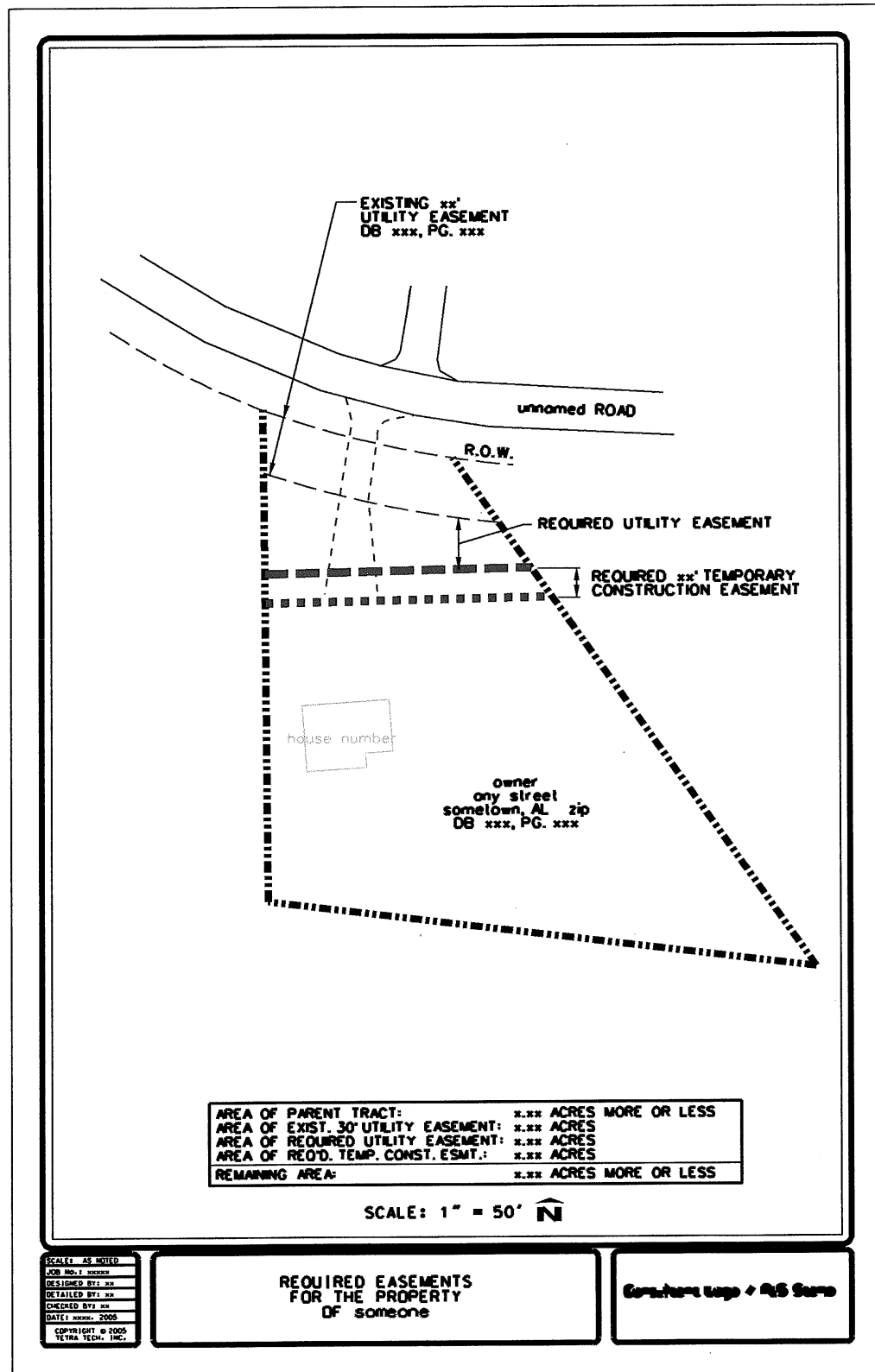
DATE: \_\_\_\_\_

**ATTACHMENT 11**

| TITLE SHEET                    |  | PROJECT NAME AND INFORMATION |  | CITY OF HUNTSVILLE<br>HUNTSVILLE, ALABAMA                                                                        |  |
|--------------------------------|--|------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|
| SPACE RESERVED FOR "A" DATA    |  | AREA RESERVED FOR "B" DATA   |  | HUNTSVILLE, ALABAMA                                                                                              |  |
| CONSTRUCTION PLANS FOR         |  | PROJECT NAME                 |  | PROJECT INFORMATION                                                                                              |  |
| FOR THE                        |  | CITY OF HUNTSVILLE           |  | HUNTSVILLE, ALABAMA                                                                                              |  |
|                                |  | (PROJECT NO. XXXXXXXXX )     |  |                                                                                                                  |  |
| SAMPLE STANDARD DRAWING FORMAT |  |                              |  |                                                                                                                  |  |
| HUNTSVILLE                     |  | The Star of Alabama          |  | INDEX OF DRAWINGS                                                                                                |  |
| LOCATION MAP HERE              |  | PROJECT LOCATION             |  | SHEET NO.                                                                                                        |  |
|                                |  |                              |  | TITLE                                                                                                            |  |
|                                |  |                              |  | INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET. |  |



**ATTACHMENT 12**  
**SAMPLE**



## **ATTACHMENT 13**

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

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

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

##### Overall Project Land Acquisition Maps

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

##### Color Standards (SAMPLE)

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

#### **DESCRIPTIONS:**

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

#### **GENERAL:**

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

**ATTACHMENT 15 - GIS BASE MAP**

| DESIGN LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE  | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|------------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20         | 0    |           |
| 2            | Benchmarks                                             | 0         | 0     | 0      |            |      |           |
| 3            | Private Street Text                                    | 0         | 105   | 0      | 20         | 0    |           |
| 3            | Street Text                                            | 0         | 3     | 0      | 20 (or 18) | 0    |           |
| 4            | Street R/W                                             | 7         | 0     | 0      |            |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |            |      |           |
| 6            | Street Pavement                                        | 0         | 3     | 0      |            |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |            |      |           |
| 6            | Private Streets                                        | 0         | 105   | 0      |            |      |           |
| 6            | Proposed Private Road                                  | 3         | 105   | 0      |            |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |            |      |           |
| 7            | Private Lots used as Roads                             | 1         | 105   | 1      |            |      |           |
| 8            | Secondary Roads--Private                               | 2         | 105   | 0      |            |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |            |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |            |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20         | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |            |      |           |
| 11           | Bridges/Culverts/Paved Ditches                         | 0         | 0     | 0      |            |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |            |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |            |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25         | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |            |      |           |
| 15           | Greenways                                              | 3         | 48    | 0      |            |      |           |
| 16           | Speed Tables                                           | 0         | 3     | 0      |            |      | TCALM     |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |            |      | RR        |
| 18           | Railroad Text                                          | 0         | 2     | 0      | 25         | 0    |           |
| 19           | Railroad R/W                                           | 2         | 2     | 0      |            |      |           |
| 20           | Utility Poles (Cell)                                   | 0         | 5     | 0      |            |      | P POLE    |
| 21           | Utility Easements                                      | 3         | 5     | 0      |            |      |           |
| 22           | Utility Text                                           | 0         | 5     | 1      |            |      |           |
| 23           | Geographic Names                                       | 0         | 3     | 1      |            |      |           |
| 24           | Building Structures                                    | 0         | 0     | 0      |            |      |           |
| 24           | Pools and Text                                         | 0         | 1     | 0      | 10         | 1    |           |
| 24           | Future Site of Structures                              | 2         | 0     | 0      |            |      | STRUCT    |
| 24           | Existing Structures (exact location and shape unknown) | 2         | 0     | 0      |            |      | STRCEX    |
| 25           | Property Lines/ refuge bdy.                            | 6         | 6     | 1      | 30         | 1    |           |
| 26           | Cadastral Polygons                                     | 6         | 6     | 0      |            |      |           |
| 27           | Ownership Text                                         | 0         | 6     | 1      |            |      |           |
| 28           | Cemeteries/Text                                        | 4         | 6     | 0      | 10         | 1    |           |
| 29           | Lot Numbers                                            |           |       |        | 25         | 0    |           |
| 30           | Block Numbers                                          |           |       |        | 30         | 0    |           |
| 31           | Addition Names                                         | 0         | 0     | 0      | 35         | 0    |           |
| 32           | Open                                                   |           |       |        |            |      |           |
| 33           | Lot Ticks                                              |           |       |        |            |      |           |
| 34           | Lot Lines/Property Lines                               | 6         | 6     | 0      |            |      |           |
| 35           | Trees/Hedge Rows                                       | 0         | 6     | 0      | AS=1       |      | TREES     |
| 36           | GPS Monuments                                          | 0         | 5     | 0      | 18         | 23   | CONTRL    |
| 37           | 2' Topo Contour                                        |           |       |        |            |      |           |
| 38           | 5' Topo Contour                                        | 0         | 7     | 0      |            |      |           |
| 39           | 25' Major Topo Contour                                 | 0         | 7     | 0      |            |      |           |
| 40           | X Spot Elevation                                       | 0         | 7     | 0      |            |      |           |

|    |                                     |   |     |   |       |   |                  |
|----|-------------------------------------|---|-----|---|-------|---|------------------|
| 41 | FEMA Monuments/Labels               | 0 | 3/0 | 0 | 18    | 1 | FEMA             |
| 42 | Quarter Sections                    |   |     |   |       |   |                  |
| 43 | Section Lines                       | 0 | 5   | 0 |       |   |                  |
| 44 | Features                            | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                         | 0 | 12  | 0 | AS=1  |   | CELTWR           |
| 45 | Fences (Pattern)                    | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                       | 0 | 0   | 0 |       |   | Limleg<br>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<br>(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**

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

\_\_\_\_\_ Engineer