



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/11/2026

**File ID:** TMP-7009

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Schoel Engineering Company, Inc., for Engineering Design Services for Roadway Improvements along Northern Bypass and Memorial Parkway, Project No. 71-26-RD03 & ALDOT Project No. CRSA-STPHV-PE10.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$233,667.00

**Total Cost:** \$233,667.00

**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:**

Engineering design contract with Schoel for public roadway improvements along Northern Bypass and Memorial Parkway consisting of turn lanes and signalized intersections for access in accordance with ALDOT permitting requirements.

**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 Schoel Engineering Company, Inc., in the amount of TWO HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$233,667.00) for Engineering Design Services for Roadway Improvements along Northern Bypass and Memorial Parkway, Project No. 71-26-RD03 & ALDOT Project No. CRSA-STPHV-PE10, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Schoel Engineering Company, Inc., for Engineering Design Services for Roadway Improvements along Northern Bypass and Memorial Parkway, Project No. 71-26-RD03 & ALDOT Project No. CRSA-STPHV-PE10." consisting of a total of twenty (20) pages, plus forty-seven (47) additional pages consisting of Attachments 1-16, and the date of June 11, 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 11th day of June, 2026.

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

**APPROVED** this the 11th day of June, 2026.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**SCHOEL ENGINEERING COMPANY, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**FOR**  
**ROADWAY IMPROVEMENTS ALONG NORTHERN BYPASS AND**  
**MEMORIAL PARKWAY**

**Project ID Number 71-26-RD03 & ALDOT Project No. CRSA-  
STPHV-PE10  
June 11, 2026**

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**President of the City Council of the City of  
Huntsville, Alabama  
Date: June 11, 2026**

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**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**SCHOEL ENGINEERING COMPANY, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**FOR**  
**ROADWAY IMPROVEMENTS ALONG NORTHERN BYPASS AND**  
**MEMORIAL PARKWAY**  
Project ID Number 71-26-RD03 & ALDOT Project No. CRSA-STPHV-  
PE10

THIS AGREEMENT made as of the 11th day of June in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SCHOEL ENGINEERING COMPANY, INC., (hereinafter called ENGINEER).

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

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

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

- 1.1** Professional Engineering Services for design of Roadway Improvements along Northern Bypass and Memorial Parkway, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary

engineering services required to professionally accomplish the ENGINEER's defined scope of services.

- 1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

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

- 2.1 ENGINEER shall provide for OWNER Professional Engineering Services for design of Roadway Improvements along Northern Bypass and Memorial Parkway.
- 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 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.8 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.10** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

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

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

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

**ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES**  
**OMITTED**

**ARTICLE 4 - ADDITIONAL SERVICES**

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

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

**ARTICLE 5 - RESPONSIBILITIES OF OWNER**

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

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

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

**5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

**5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

**6.1** The ENGINEER shall commence services pursuant to this agreement as of June 12, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be December 12, 2026. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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

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

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

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment in the AMOUNT OF TWO HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$233,667.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

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

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

### **7.3 NOT-TO-EXCEED (NTE) CEILING PRICE**

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the SURVEYOR any amount in excess of the NTE ceiling price as per Attachment "1", and the SURVEYOR 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 SURVEYOR 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 City that will not require the SURVEYOR'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 SURVEYOR 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 – LUMP SUM AMOUNT OF	\$213,667.00
& NOT-TO-EXCEED AMOUNT OF	\$20,000.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$233,667.00</u></b>

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

#### **8.1 INVOICES**

- 8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of

personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

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

## **8.2 TIME FOR PAYMENT**

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

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

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

## **8.4 REIMBURSABLE EXPENSES**

- 8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:
- (a) Transportation outside the immediate Huntsville area (50-mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](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 IRRIGATION AND IRRIGATION CONTROLLERS**

**9.5.1** All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine

Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

**9.5.2** Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

**9.5.3** Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

## **9.6 CHANGES**

**9.6.1** 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.

**9.6.2** 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.

## **9.7 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.

## **9.8 SEAL ON DOCUMENTS**

**9.8.1** 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.

**9.8.2** 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.

**9.8.3** 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.

**9.8.4** 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.

## **9.9 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.

## **9.10 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.

#### **9.11 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.

#### **9.12 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.

##### **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. Such coverage for the purpose of covering the project that is the subject of this Agreement, shall be carried on a continuous basis, including full prior acts 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. Coverage shall include waivers of subrogation in favor of the Owner.

**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. Minimum Amounts of coverage shall be as set forth below or 150% of the full Professional Services amount of this agreement, whichever is greater.

\$ 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. Minimum Amounts of coverage shall be as set forth below or 150% of the full Professional Services amount of this agreement, whichever is greater.

\$ 1,000,000 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. Coverage shall include waivers of subrogation in favor of the Owner.

**E. Employers Liability:**

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

**F. Owner's, Contractors, Protective:**

\$ 1,000,000 Per Occurrence  
\$ 1,000,000 Aggregate

**G. Umbrella (Excess) Liability Insurance:**

For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability Insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

**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 policies are to contain, or be endorsed to contain, the following provisions.

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

The City of Huntsville/OWNER, its elected and appointment officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.

Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

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 by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt request, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the OWNER.

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

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M.

Best's rating of no less than A-V.

**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. 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: Other Than 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 and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is 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.

**B: 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, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of 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.

To the fullest extent permitted by law, the Engineer shall defend, protect, indemnify, and hold harmless the Owner, its elected and appointment 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.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

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

### **11.2 INTENT AND INTERPRETATION**

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

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

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

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

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

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

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

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

### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be

construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

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

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

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

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

#### **11.7 SUBCONTRACT REQUIREMENTS**

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

#### **11.8 NOTICES**

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

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

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

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any

provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.11 WAIVER**

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

#### **11.12 SEVERABILITY**

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

#### **11.13 ETHICS**

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

#### **11.14 ENTIRE AGREEMENT**

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

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

**ENGINEER:  
SCHOEL ENGINEERING COMPANY, INC.**

**OWNER:  
CITY OF HUNTSVILLE**

BY: *Brett Wiseman*  
Brett Wiseman

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

TITLE: Principal Engineer

TITLE: Mayor

ATTEST: *Angela Gurley*

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

Given under my hand this 1st day

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

Of June, 2026.

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

*Angela Gurley*  
Notary Public

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

My commission expires MY COMMISSION EXPIRES 5-09-2029

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



**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to letter dated May 18, 2026, from Brett Wiseman to Jim McGuffey and attachments).**



May 18, 2026

Department of Urban & Economic Development  
City of Huntsville  
305 Fountain Circle  
Huntsville, Alabama 35801

Attn: Jim McGuffey  
Deputy Director of Urban & Economic Development

Project Reference: Roadway Improvements along Northern Bypass and Memorial Parkway

Dear Mr. McGuffey:

We appreciate the opportunity to offer this proposal for Consulting Services for the proposed Roadway Improvements along Northern Bypass and Memorial Parkway in Huntsville, Alabama.

We recognize that you have a choice in selecting your consultants and thank you for considering Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with your development and design teams.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with the City.

Sincerely,

SCHOEL ENGINEERING CO., INC.

A handwritten signature in blue ink that reads "Brett Wiseman".

Brett Wiseman, PE  
Principal Engineer



## Proposal for Consulting Services

### Roadway Improvements along Northern Bypass and Memorial Parkway

May 18, 2026

**PROJECT OVERVIEW:**

The retail development sites to the north and south of the new Northern Bypass and just west of North Memorial Parkway (US Hwy. 431/231) in Huntsville are being pursued. The scope of work will include public improvements of additional turn lanes and intersection design for the Northern Bypass shown in exhibit 1. Also, the retail development and Huntsville Hospital ER site near North Memorial Parkway in Huntsville is being pursued. The scope of work will include public improvements of turn lanes, intersection design, an approximate 900-foot road, and a sanitary sewer extension shown in Exhibit 2 below. The work included herein is being performed for the City of Huntsville to further these developments.

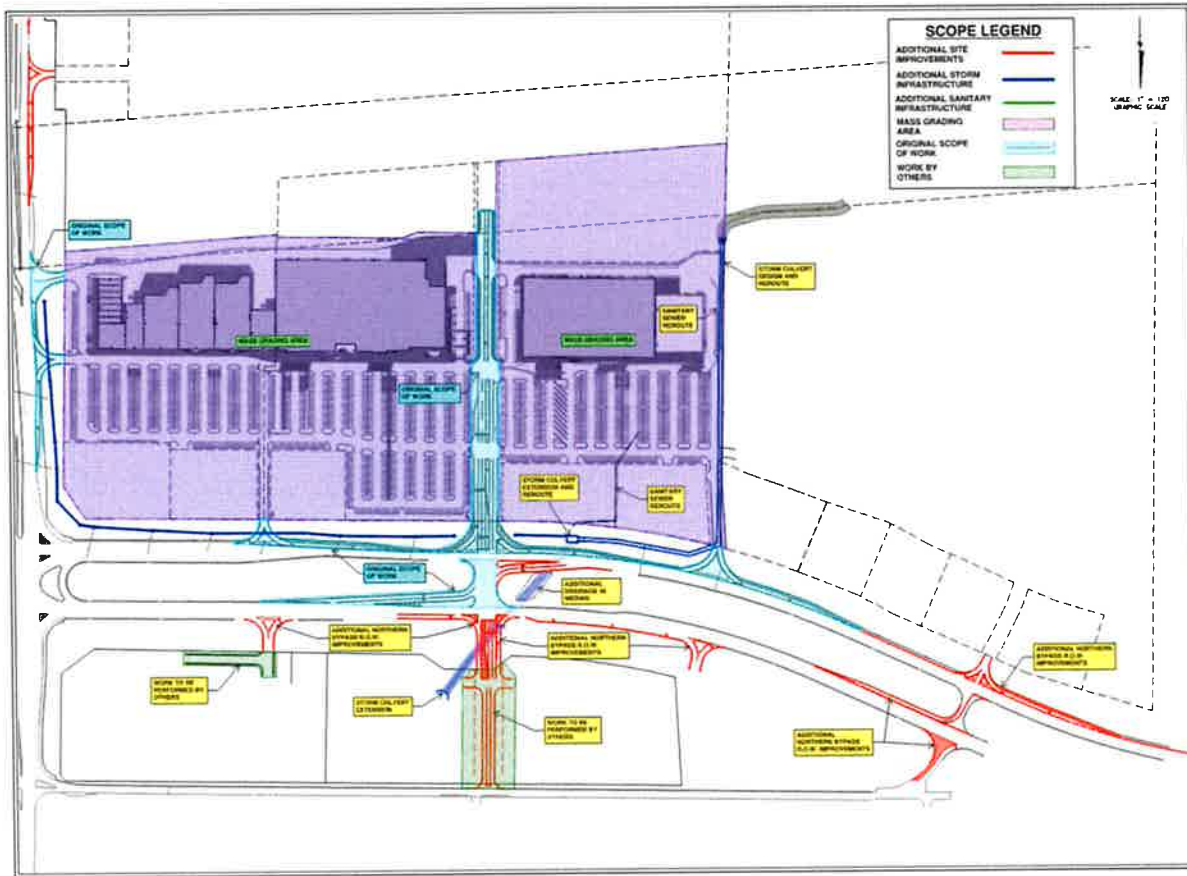


EXHIBIT 1 – Northern Bypass



## 2. LIDAR TOPOGRAPHIC SURVEY WITH FIELD ADDITIONS AND VERIFICATION FOR MEMORIAL PARKWAY

The Consultant would prepare a LIDAR topographic survey employing a LIDAR UAV. The survey would be field verified by shooting field cross-sections. Additional field information, as required, would also be obtained and added to the survey. The detailed scope is as follows:

- Coordinate with the Client on scope
- Set field coordinate targets
- Program UAV flight and fly LIDAR UAV
- Run field verification cross sections
- Tie to local survey monumentation
- Obtain critical field locations and locations on storm drainage and utilities
- Process UAV data and develop topographic survey
- Compare UAV survey with verification cross sections
- Issue survey to Client and Design Team

**Lump Sum Fee                      \$ 13,500**

## 3. FINAL PLAT DEDICATING ROADWAY

The Consultant will prepare the Final Plat of the subdivision that will dedicate the approximately 700-foot roadway designed in this scope of work. The development lots will NOT be created in this task, but will be created by a subsequent subdivision. The plat would be prepared according to the standards of the City of Huntsville. The Consultant would prepare the plat, submit the application, and follow the Final Plat through to final approval and recordation. The Consultant would set all required lot corners, as per the COH requirements. The detailed scope of work is provided below:

- Establish the Right of Way boundary lines and set the ROW corners. The survey will be performed in accordance with the “Standards of Practice for Land Surveying in the State of Alabama”.
- Prepare a Layout Sketch depicting the proposed public Rights of Way.
- Prepare a Subdivision Plat creating the public Rights of Way
- Prepare the application and submittal package to the COH
- Attend the required meeting at the governing municipality
- Follow Final Plat through recordation

**Lump Sum Fee                      \$ 7,800**

## 4. MODIFICATIONS TO DESIGN IMPROVEMENTS LOCATED IN THE NORTHERN BYPASS

The Consultant will prepare final design and Construction Documents for ALDOT approval for the proposed improvements in the Northern Bypass right of way. This scope adds design and adjusts access locations to our previous scope of this design. The detailed scope is as follows:

- Coordinate with Client and other stakeholders
- Obtain concept approval of Preliminary Design from Client
- Develop final design of proposed improvements
- Develop final Design Plans, including:
  - o Layout Plan
  - o Grading and Drainage plan
  - o Storm profiles
  - o Construction Erosion Control Plan
  - o Traffic Control Plan Details
  - o Detail Plan (storm details, erosion control details, etc.)
- Summary of Quantities
- Submittal to ALDOT for approval

**Lump Sum Fee                      \$ 31,000**



**7. DESIGN OF SANITARY SEWER EXTENSION**

The Consultant will prepare final design of a 950-foot sanitary sewer extension to the Huntsville Hospital property. The Consultant will develop and submit to the Client for approval of the final sizing and layout of sanitary sewer. The detailed scope is as follows:

- Coordinate with Client and other stakeholders
- Develop final Design Plans, including
  - o Sanitary sewer alignment plan and profile
  - o Detail Plans
- Summary of Quantities

**Lump Sum Fee:           \$ 8,630**

**8. ADEM CONSTRUCTION STORMWATER PERMITTING AND PERMIT TERMINATION**

The Consultant will prepare the Notice of Intent (NOI) package for submittal to ADEM for project coverage under the NPDES Construction Stormwater General Permit. This task includes reviewing and/or developing the erosion and sediment control plan and detail sheets to be included in the plan set. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared in addition to the erosion and sediment control plan set, as required by the General Permit. The NPDES permit application will be submitted through ADEM's online system and will include the required ADEM Notice of Intent form and supporting exhibits. The Consultant will also assist the Client with the permit submission process. The permit fee will be provided by the Client during the submission process and is not included in the fee below. Once the site has been determined to be stabilized, the Consultant will coordinate with the Permittee and initiate a final inspection.

- Review and/or development of the site erosion and sediment control plan and detail sheets.
- Preparation and submittal of the NPDES General Permit Notice of Intent, supporting exhibits and other documentation required by ADEM.
- Develop a Stormwater Pollution Prevention Plan for the site.
- Develop a Spill Prevention, Control, and Countermeasures Plan for the site.
- Coordination with ADEM and Client as needed.

**Lump Sum Fee                   \$ 6,500**

**9. CONSTRUCTION ADMINISTRATION**

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Review of shop drawings and RFIs through bid process
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client
- Attendance at OAC meetings during construction

**Billed hourly as required per the attached Schedule of Unit Rates (Not to Exceed \$ 20,000)**

**10.SUBCONSULTANT – SKIPPER CONSULTING (TRAFFIC ENGINEERING)**

The Subconsultant will provide professional traffic engineering services to conduct traffic operational analysis, develop traffic signal construction plans, obtain permits for traffic signal construction, and develop and install traffic signal systems timings for new signals in Huntsville, Alabama. The scopes include:

- Access Concept/Traffic Analysis/ALDOT Meetings
- Traffic Signal Design Services
- Traffic Signal Interconnect Design
- Traffic Signal Local and Systems Timing Development and Implementation
- Traffic Signal Permitting

**Lump Sum Fee           \$ 58,500**

**Subconsultant Administration Expense (5%) \$ 2,925**

**11.SUBCONSULTANT – PR MATTHEWSON & ASSOCIATES (STORM SEWER JUNCTION BOX)**

The Subconsultant will design a new specialized cast-in-place concrete junction box for storm sewer. The junction box will have approximate dimensions of 36 foot x 20 foot and will be designed to meet AASHTO standards. The junction box will be designed to have inlets for a 10’x8’ box culvert, an ALDOT type “c” inlet, and other pipes as directed, as well as an outlet for an existing 8’x5’ box culvert.

**Lump Sum Fee           \$ 15,440**

**Subconsultant Administration Expense (5%) \$ 772**

**FEE SUMMARY\***

1. LIDAR Topographic Survey with Field Additions & Verification for Northern Bypass	\$	14,500
2. LIDAR Topographic Survey with Field Additions & Verification for Memorial Parkway	\$	13,500
3. Final Plat Dedicating Roadway	\$	7,800
4. Modifications to Design Improvements Located in the Northern Bypass	\$	31,000
5. Turn-Lane Improvements Located in Memorial Parkway	\$	26,500
6. Design of Boulevard Roadway and Associated Infrastructure	\$	27,600
7. Design of Sanitary Sewer Extension	\$	8,630
8. ADEM Stormwater Construction Permitting and Termination	\$	6,500
9. Construction Administration (hourly, not to exceed)	\$	20,000
	<b><i>Schoel Subtotal</i></b>	<b>\$ 156,030</b>
10. Subconsultant – Skipper Consulting (Traffic Engineering)	\$	58,500
11. Subconsultant Administration Fee (5%)	\$	2,925
12. Subconsultant – PR Matthewson & Associates (Junction Box)	\$	15,440
13. Subconsultant Administration Fee (5%)	\$	772
	<b><i>Subconsultant Subtotal</i></b>	<b>\$ 77,637</b>
	<b>GRAND TOTAL</b>	<b>\$ 233,667</b>

\*Plus any hourly phases and reimbursables. These will be billed per the Schedule of Unit Rates.

**NOT INCLUDED IN SCOPE OF WORK**

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The following items are not included in the scope or fee provided. If any of these services are requested, an additional services proposal can be provided.

1. ALTA Survey (by others)
2. Subdivision or Resurvey Plats (assumed by the City)
3. Construction Surveying
4. As-built Surveying
5. Construction Cost Estimates
6. Services related to Zoning or Entitlements
7. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
8. Offsite utility evaluation, extension, or upgrades (by City)
9. Geotechnical work of any kind
10. Slope Stability Design or Global Site Stability Calculations
11. Corps of Engineers related work (assumed by others, if required)
12. Site Lighting
13. Structural design of any kind
14. Traffic Studies or Traffic signal design of any kind other than what Skipper Consulting is providing in the associated scope of work
15. Staging Plans (assumed by contractor)
16. Design of water tanks or sanitary sewer lift stations
17. Design changes or plan revisions after Client approval or related to Value Engineering
18. Multiple design packages or public bid package
19. Design of future major culvert (future by others)
20. Relocation of sanitary sewer other than what is included in this proposal (future by others)
21. Permit applications and/or fees

**PAYMENT TERMS**

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The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30<sup>th</sup>) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

North Village  
Traffic Engineering Services  
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Skipper Consulting, Inc.

April 2026

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Schoel Engineering Company, Inc.** ("Client"), doing business at 101 Washington Street, SE, Huntsville, Alabama 35801 and **Skipper Consulting, Inc.** ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

**Who agrees as follows:** Client requires professional traffic engineering services to perform traffic operational analysis in support of their retail project (North Village) located at the intersection of U.S. Highway 231 and Alabama Highway 255 (North Bypass) in Huntsville, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

**1. PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement: SEE EXHIBIT "A"

**2. CLIENT'S RESPONSIBILITIES:** The Clients, at their expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in their files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

**3. COMPENSATION, BILLING, PAYMENT, and PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of the Client, undertake the work outlined in Exhibit "A" on a fixed basis as follows:

<u>Work Task</u>	<u>Budget</u>
Access Concept/Traffic Analysis/ALDOT/Meetings	\$ 11,000.00
Traffic Signal Construction Plan Preparation (two locations @\$14,600.00)	\$ 29,200.00
Traffic Signal Interconnect Design	\$ 4,700.00
Traffic Signal Timings (local and systems)	\$ 11,800.00
Traffic Signal Permitting	\$ 1,800.00
<b>Project Total</b>	<b>\$ 58,500.00</b>

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The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the Client, or their representative, in writing of the changes and any adjustments to the fee required by such a change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices from any of the Client reaches more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused by such a work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the Client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this agreement, or any amendments hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience, and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with current Alabama law.

#### **4. STANDARD TERMS AND CONDITIONS**

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with this agreement.

The Client shall, without limit, have the final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval

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shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all work required by the Client. Consultant shall be responsible for coordination of his work with that of the Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

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Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at risk to the Client.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

APPROVED FOR SKIPPER  
CONSULTING, INC.

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

By: *Darrell B. Skipper*

Printed Name: \_\_\_\_\_

Printed Name: Darrell B. Skipper

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

Title: President

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

Date: April 7, 2026

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**EXHIBIT "A"**

**North Village – Traffic Analysis/Traffic Signal Design/Systems Timings/Permitting  
SCOPE OF WORK  
Huntsville, Alabama**

The Consultant proposes to provide professional traffic engineering services to conduct traffic operational analysis, develop traffic signal construction plans, obtain permits for traffic signal construction and develop and install traffic signal systems timings for new signals in Huntsville, Alabama. The scope of work that follows represents the Consultant's understanding of this assignment.

**ACCESS CONCEPT/TRAFFIC ANALYSIS/ALDOT MEETINGS**

Traffic services provided under these project work tasks shall be undertaken on a request basis at the direction of the Client. It is understood these services will be based on the need for services to respond to the Alabama Department of Transportation (ALDOT), development prospective tenants and the City of Huntsville (COH) as the project proceeds. These services could include any/all or a combination of several tasks from the following:

- Attending meetings in person in Huntsville with the COH, ALDOT or the Client,
- Collecting traffic counts and other such data related to the assignment,
- Conduct teleconference calls with members of the design team, COH, ALDOT or prospective development tenants,
- Work with the design team in responding to questions and comments related to the project access system received from ALDOT.
- Conduct traffic analysis for the entire development or portions as directed by the Client,
- Determine the lane needs of each access to the development,
- Review and provide comments related to on-site circulation elements as needed,
- Provide documentation that presents a summary of the findings of any and all activities.

Tasks undertaken under this work tasks would be undertaken on a time and materials basis and billed to the Client monthly utilizing the labor rates included in this agreement as described in Exhibit "B." These specific work tasks will have an upset maximum budget of \$11,000.00 as reflected in Section 3 of this agreement.

**TRAFFIC SIGNAL DESIGN SERVICES**

Skipper Consulting will initiate traffic signal design services to prepare signal construction plans for the installation of two new traffic signals to be installed as follows: 1) U.S. Highway 231 located approximately 2,600 feet south of the intersection with AL 255 (North Bypass) and on AL 255 approximately 1,800 feet west of the intersection of U.S. Highway

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231 in Huntsville, Alabama. The signal design would be developed using base map information provided by the Client or his representative and will follow procedures as required by ALDOT and the City of Huntsville. Data provided on the base map should include, but not be limited to pavement edges and/or curb lines, roadway markings, highway signs, utility poles, overhead utilities, street lighting, underground utilities, right of way, etc.

Design efforts for the project will be undertaken using procedures and specifications established by the ALDOT and City of Huntsville. Design efforts would include, but not be limited to:

- Traffic Signal Movements.
- Traffic signal phasing and timing.
- Determine appropriate traffic signal notes.
- Research applicable City and ALDOT specifications
- Determine equipment and installation details.
- Determine traffic control needs for traffic signal construction.

The plan assembly would include applicable traffic signal notes, signal construction layout, applicable detail sheets, and traffic control plans for signal construction.

Preliminary plans would be submitted to the Client for review. Upon receipt of any comments, Skipper Consulting, Inc. would provide the Client with an electronic copy of plans signed and sealed. The Consultant would assist the Client in the review process through communications with ALDOT and the City.

### **TRAFFIC SIGNAL INTERCONNECT DESIGN**

The Consultant shall design an interconnect system for the two proposed traffic signals on U.S. Highway 231 North at the proposed signalized access and State Route 255 at the proposed signalized access to interconnect these two traffic signals to the existing traffic signal at the intersection of U.S. Highway 231 North at State Route 255. Interconnect design shall be based on the requirements of the City of Huntsville and the Alabama Department of Transportation and shall use equipment compatible with existing ATMS traffic signal systems operated by the City of Huntsville and the Alabama Department of Transportation. It is assumed that the required interconnection will be a single mode fiber optic cable and one cellular-based wireless Ethernet switch to provide connectivity to the City of Huntsville ATMS server.

Plan sheets and elements for the interconnect design will be included in the plan assembly for the construction of the two new signals and shall include:

- Fiber optic layout sheets – estimated to be three sheets at 1" =50' scale
- Fiber optic splice diagrams
- Fiber optic equipment block diagrams

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- Listing of quantities
- Cost estimate

### **TRAFFIC SIGNAL LOCAL AND SYSTEMS TIMING DEVELOPMENT AND IMPLEMENTATION:**

The Consultant will develop traffic signal coordination timings for three traffic signals:

- U.S. Highway 231 North at State Route 255 (existing signal)
- U.S. Highway 231 North at proposed signalized access (approximately 2,600 feet to the south)
- State Route 255 at proposed signalized access (approximately 1,800 feet to the west)

The scope of work shall include conducting traffic counts to supplement the traffic counts previously performed on October 22, 2025. Supplemental counts shall include midday turning movement traffic counts at the intersection of U.S. Highway 231 North at State Route 255 and machine traffic counts on Saturday and Sunday on U.S. Highway 231 North and State Route 255.

Coordination timings shall include developing coordination timings (cycle lengths, split plans, and offsets) for the three traffic signals and a time clock. A draft report documenting the proposed coordination timings shall be provided to the Client.

The Consultant shall implement the proposed coordination timings at the completion of traffic signal construction and shall perform two days of fine-tuning of the coordination timings. Upon completion of fine-tuning, the Consultant shall issue a final report to the Client documenting the final coordination timings as implemented.

### **TRAFFIC SIGNAL PERMITTING**

As part of the permitting process Skipper Consulting will prepare permit applications and maintenance agreements for execution by the City of Huntsville and submit same to ALDOT for review and comment. Skipper Consulting would respond to any comments in a timely fashion and resubmit them to ALDOT as required. Upon receipt of the executed permit documents from ALDOT, they will be transmitted to the Client for bidding.

### **SERVICES NOT INCLUDED**

This scope of work is limited to the tasks outlined above. Work tasks which are specifically excluded include, but are not limited to, the following:

- Surveying
- Geotechnical investigation

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- Traffic signal pole foundation design
- Roadway construction costing
- Presentations before City Councils.

***If the Client determines they will need any of the excluded work tasks, the Consultant will prepare a scope of work and required budget amendment for the required work. The scope and added fee will be submitted to the Client for approval and authorization of the added services. Added services will be billed to the Client as authorized based on the Consultant's standard rates as outlined in Exhibit "B" of this agreement.***



May 5, 2026

Mr. Brett Wiseman  
Schoel  
101 Washington St SE  
Huntsville, AL 35801

Reference: North Huntsville Village Junction Box  
Bob Wade Lane and Memorial Parkway, Huntsville, AL 35810

Mr. Wiseman:

We are pleased to propose the following agreement for providing structural engineering services on the following project.

## **DESCRIPTION OF PROJECT**

The project is the design of a new specialized cast-in-place concrete junction box for storm sewer. The junction box will have approximate dimensions of 36ft x 20ft and will be designed to meet AASHTO standards. The junction box will be designed to have inlets for a 10'x8' box culvert, an ALDOT type "c" inlet, and other pipes as directed, as well as an outlet for an existing 8'x5' box culvert.

## **SCOPE OF SERVICES**

The Structural Engineering Services to be provided are as follows:

1. Design of concrete base slab, walls, and cap slab for AASHTO design loads.
2. Coordination with Schoel for the design of concrete members for fluid loads and other required conditions.
3. Rebar layout plans for the base slab and cap slab.
4. Associated sections and elevations for concrete reinforcing and openings.
5. Associated general notes and typical details.
6. Shop drawing review (reinforcing, concrete mix)
7. Site visits (base slab reinforcing, wall reinforcing, cap slab reinforcing)

This agreement does not include services other than those specifically outlined above.

This agreement does not include services for waterproofing, civil/site, mechanical, electrical, plumbing, or environmental design. P.R. Matthewson & Associates Engineers, Inc. is not the Prime Professional. Our services are for the benefit of the party to whom this proposal is addressed only; no others have any claim. We will neither control nor supervise the Contractor's work.

**P.R. Matthewson & Associates Engineers**  
**4900 University Square, Suite 10**  
**Huntsville, AL 35816**

**(256) 652-6818**

**ENGINEERING CHARGES**

**Compensation for the above Scope of Services shall be a Lump Sum of fifteen thousand four hundred forty-four dollars (\$15,440). Billing will be submitted monthly for work completed.**

Additional Services shall be charged at our then current standard hourly rates and will be billed on a monthly basis as the additional services occur. Reasons for additional services include but are not limited to: services that are not listed in the Scope of Services section above, client requested modifications such as additional work, higher level of detail not included in the initial contract, unforeseen conditions that need to be addressed, greater complexity than anticipated, changes after 60% construction documents have been submitted, permitting and regulatory changes, value engineering efforts, multiple reviews of shop drawings, and additional site visits/on-site support. When Additional Services are warranted, we will fill out and submit an Additional Services Authorization form (included as page 5 of this agreement) that needs to be signed before the additional services work begins.

Our current standard hourly rate schedule is:

Principal	\$240.00 per hour	Staff Engineer 1	\$100.00 per hour
PE 2	\$200.00 per hour	Engineering Tech. 4	\$90.00 per hour
PE 1	\$180.00 per hour	Engineering Tech. 3	\$80.00 per hour
BIM Manager	\$150.00 per hour	Engineering Tech. 2	\$70.00 per hour
Staff Engineer 4	\$160.00 per hour	Engineering Tech. 1	\$60.00 per hour
Staff Engineer 3	\$140.00 per hour	Administrative	\$80.00 per hour
Staff Engineer 2	\$120.00 per hour		

Reimbursable expenses (mileage, printing, etc.) will be billed as a multiple of 1.0 times the cost incurred. Reimbursable expenses are included in the estimated maximum number above.

If the project criteria deviate from the Description of Project above, the engineering charges stated above shall be subject to renegotiation. If the project becomes a Fast Track Project, the engineering charges above shall be subject to renegotiation.

**ADDITIONAL PROVISIONS**

This Letter of Agreement (two pages), Exhibit A (two pages) and the Additional Services Authorization form (one page), constitute the entire agreement between the parties. Please examine these documents and if acceptable, sign this letter, scan the signed agreement, and return it as an email attachment. Retain a copy for your records.

This proposal, including scope of services, engineering charges, and hourly rates, will remain in effect for 30 days and will expire on **Proposal Date + 30 Days**. Acceptance after this date may require updated pricing and scheduling availability.

We anticipate that the construction drawings can be completed in accordance with your schedule. This schedule shall be subject to renegotiation if progress is delayed by situations beyond our control, including but not limited to Owner-requested changes, Owner-delayed approvals, or insufficient project information from the Owner or its other consultants.

We are looking forward to working with you on this project.

Sincerely,



Philip R. Matthewson, P.E.  
President

Accepted by (Client):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title



**the amount of the SER's fee (whichever is greater).** Such causes include, but are not limited to, the SER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### **Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the SER for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

#### **Ownership Documents**

All documents produced by the SER under this agreement shall remain the property of the SER and may not be used by the Client for any other endeavor without the written consent of the SER.

#### **Dispute Resolution**

Any claim or dispute between the Client and the SER shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the SER.

**P.R. Matthewson & Associates Engineers, Inc.**  
**4900 University Sq, Ste 10, Huntsville, AL 35816**  
**ADDITIONAL SERVICES AUTHORIZATION**  
**(Attachment to Original Proposal / Agreement)**

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Client: \_\_\_\_\_  
Date: \_\_\_\_\_

**Reference**

This Additional Services Authorization (“Authorization”) is issued as an addition to the original proposal and agreement dated \_\_\_\_\_ between P.R. Matthewson & Associates Engineers, Inc. (“SER”) and \_\_\_\_\_ (“Client”) for structural engineering services associated with the above-referenced project.

**Description of Additional Services**

Please describe in detail the additional scope of work requested:

- 1. Item 1
- 2. Item 2

**Compensation**

Additional Services will be performed on a (check one):

- Lump Sum Fee of \$ \_\_\_\_\_
- Hourly Basis in accordance with the current standard hourly rate schedule included in the original proposal with an estimate of \$ \_\_\_\_\_.

Reimbursable expenses (mileage, printing, etc.) will be billed at 1.0 times the cost incurred.

**Authorization**

By signing below, the Client authorizes the SER to proceed with the Additional Services described above. All terms and conditions of the original agreement remain in full effect and apply to this Authorization.

Client Signature	Date	Title
_____	_____	_____

P.R. Matthewson & Associates Engineers, Inc.	Date	Title
_____	_____	_____

**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): Walter School Engineering Company Inc.
- Doing business as (if applicable): \_\_\_\_\_
- City of Huntsville current taxpayer identification number (if available): 6896  
(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:

Type of Ownership (check appropriate box)	Entity I. D. Number <sup>1</sup>	Formation Documents (if required see footnote 2 below) <sup>2</sup>	Immigration Law Applies	Individuals Who Must Be Verified Under Immigration Law
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
<input type="checkbox"/> Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
<input type="checkbox"/> Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, <u>unless not a Registered LLP</u>	Each partner of a Non-Registered LLP if an individual
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
<input type="checkbox"/> LLC (Multi-Member)	Number: _____	Formation Documents	No	Not Applicable
<input checked="" type="checkbox"/> Corporation	Number: <u>016-347</u>	Formation Documents	No	Not Applicable
<input type="checkbox"/> Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

C. **Immigration Law.** Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

<sup>1</sup> **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.

<sup>2</sup> **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, 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.

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

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

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

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

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

### **CONFERENCE FORMAT**

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

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

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

#### **DISCUSSION TOPICS :**

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

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

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

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

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

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

### **CONFERENCE FORMAT**

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

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

#### **DISCUSSION TOPICS:**

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

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

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

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

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

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

### **CONFERENCE FORMAT**

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

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

#### **DISCUSSION TOPICS:**

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

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

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

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

### **90% COMPLETE – FINAL REVIEW**

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

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

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

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

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

**100% COMPLETE – READY TO ADVERTISE**

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

## ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

### SCHEDULE OF UNIT RATES

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Senior Principal	\$ 400.00 per hour
Principal	\$ 275.00 per hour
Department Manager / Chief Land Surveyor	\$ 220.00 per hour
Survey Field Crew	\$ 220.00 per hour
Senior Project Manager	\$ 215.00 per hour
Project Manager	\$ 200.00 per hour
Senior Professional	\$ 200.00 per hour
Construction Administration Manager	\$ 185.00 per hour
Project Professional	\$ 150.00 per hour
Staff Professional	\$ 135.00 per hour
Senior Designer / Drafter / Specialist	\$ 150.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 130.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 110.00 per hour
Administrative / Technical Support	\$ 105.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 5% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 105% of the invoice amount.

**NOTE: Unit rates are valid for the duration of the contract.**



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

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
Skipper Consulting, Inc. 3644 Vann Road, Suite 100 Birmingham, AL 35235	Traffic Engineering Services	\$58,500.00
P.R. Matthewson & Associates Engineers, Inc. 4900 University Square Suite 10 Huntsville, AL 35816	Storm Sewer Junction Box	\$15,440.00
	<b>SUB-TOTAL</b>	\$73,940.000
	<b>5% Administrative Fee</b>	\$3,697.00
	<b>TOTAL</b>	\$77,637.00

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

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

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

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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

### **OTHER DOCUMENTS**

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

**ATTACHMENT 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

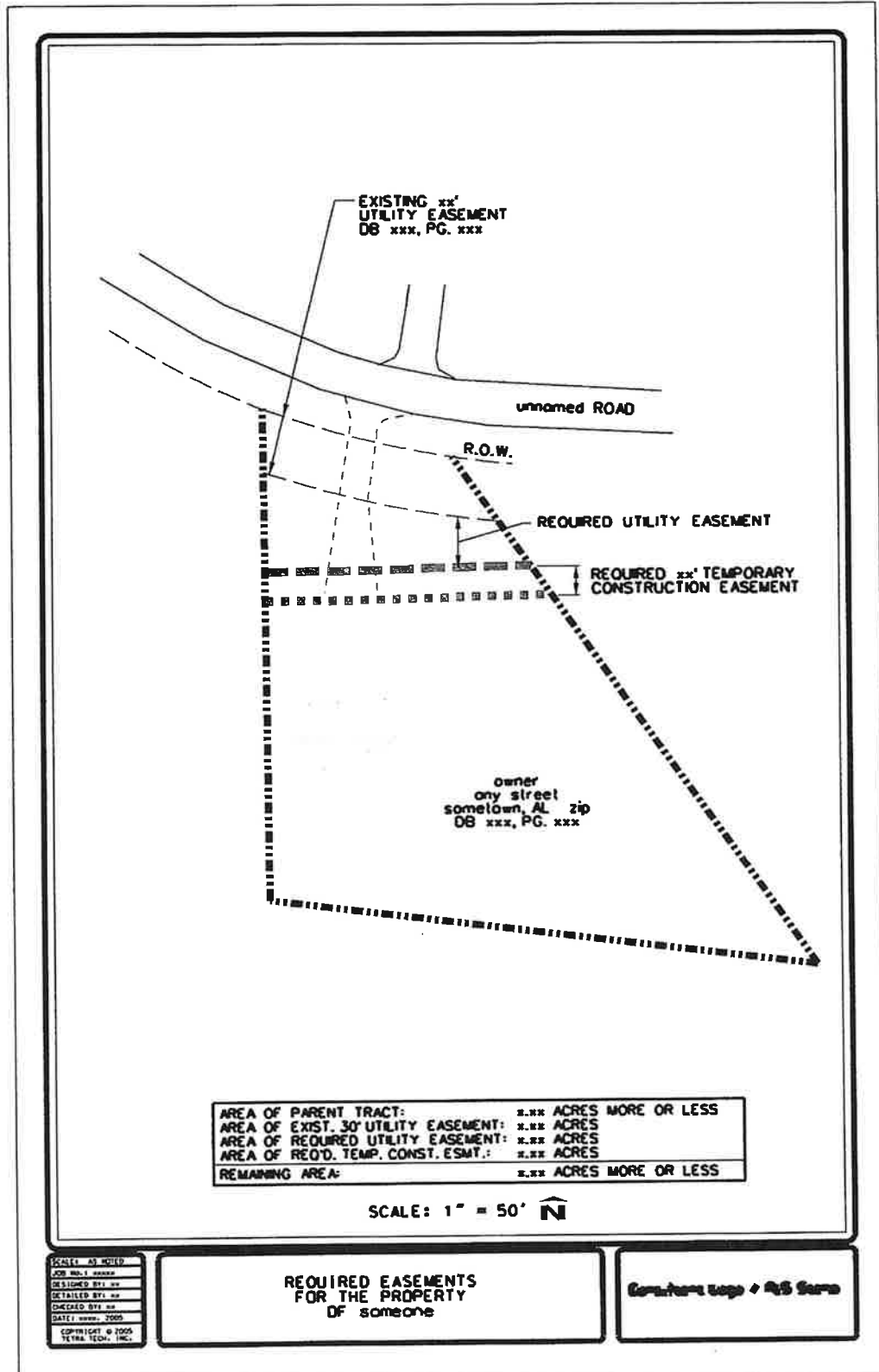
FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

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



**ATTACHMENT 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 Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

## ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

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

\_\_\_\_\_ Engineer