# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 8/23/2012

Action Requested By:
Engineering

Agenda Item Type
Select...

Subject Matter:

Agreement with AMEC Environment & Infrastructure, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with AMEC Environment & Infrastructure, Inc. for Geospatial Services for portions of the City of Huntsville and Madison County, Project No. 65-12-DR07

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Geospatial services to produce contours with a 1-foot interval from Digital Elevation Models created from Light Detection and Ranging data for portions of the City of Huntsville and Madison County. Geospatial services in a Not to Exceed (NTE) Ceiling Price of $7,905.00. Account No. 23-6500-0816-8206

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 8/10/12

revised 3/12/2012

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **8/23/2012**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **Geospatial Services**

Document Name: **AMEC-Portion of Hsv City and Madison Co-Project No.** 65-12-DR07

City Obligation Amount: **$7,905.00**

Total Project Budget: **$7,905.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0816-8206**

## Procurement Agreements

| | |
|---|---|
| **Not Applicable** | **Not Applicable** |

## Grant-Funded Agreements

| | |
|---|---|
| **Not Applicable** | **Grant Name:** |

| Department | Signature | Date |
|---|---|---|
| 1) Originating | | 8/10/12 |
| 2) Legal | Mary C. Cates | 8/14/12 |
| 3) Finance | | 8/15/12 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

**RESOLUTION NO. 12-_____**

**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 with AMEC Environment & Infrastructure, Inc., in the amount of SEVEN THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS ($7,905.00) for Geospatial Services for portions of the City of Huntsville and Madison County, Project No. 65-12-DR07, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and AMEC Environment & Infrastructure, Inc. for Geospatial Services for portions of The City of Huntsville and Madison County, Project No. 65-12-DR07" consisting of a total of nineteen (19) pages plus twenty-seven (27) additional pages consisting of Attachments 1-15, and the date of August 23, 2012 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 23rd day of August, 2012.

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

**APPROVED** this the 23rd day of August, 2012.

_____
Mayor of the City of Huntsville,
Alabama

# AGREEMENT BETWEEN

# CITY OF HUNTSVILLE, ALABAMA

# AND

# AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

# FOR

# GEOSPATIAL SERVICES FOR PORTIONS OF THE CITY OF HUNTSVILLE AND MADISON COUNTY

**Project I.D Number 65-12-DR07**
**August 23, 2012**

_____
**President of the City Council of the City of Huntsville, AL**
**Date:** August 23, 2012

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# AGREEMENT BETWEEN
# CITY OF HUNTSVILLE, ALABAMA
# AND
# AMEC ENVIRONMENT & INFRASTRUCTURE, INC.
# FOR
# GEOSPATIAL SERVICES FOR PORTIONS OF THE CITY OF HUNTSVILLE AND MADISON COUNTY
# Project I.D Number 65-12-DR07

THIS AGREEMENT made as of the 23rd day of August in the year 2012, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and AMEC ENVIRONMENT & INFRASTRUCTURE, 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 geospatial services for portions of The City of Huntsville and Madison County as further described in ARTICLE 2, and hereinafter called PROJECT.

**1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

**1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

**2.1** ENGINEER shall provide for OWNER professional geospatial services for portions of The City of Huntsville and Madison County.

**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 requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

**2.7** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

**2.8** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

**2.9** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

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

**2.11** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of

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

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

| | |
|---|---|
| Coordinate System: | US State Plane |
| Zone: | Alabama East 0101 |
| Vertical Datum: | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum: | The North American Datum of 1983 (NAD 83) |
| Geoid Model: | Geoid03 |
| Units: | US Survey Feet |

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

**2.13** The ENGINEER shall prepare the prebid 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 prebid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

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

## ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES 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.

**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.

**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** 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 August 24, 2012. The final completion date for the completion of design services as outlined in Article 2 shall be December 31, 2013.

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

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

## ARTICLE 7 - PAYMENT TO THE ENGINEER

### 7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the NOT TO EXCEED CEILING PRICE OF SEVEN THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS ($7,905.00) 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

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract.

NTE ceiling price increase will be done by a written unilateral change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### 7.4 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

**PAYMENT SUMMARY**

| | |
|---|---|
| Engineering Geospatial Services<br>Not to Exceed Ceiling Price of – | $7,905.00 |
| **TOTAL CONTRACT AMOUNT:** | **$7,905.00** |

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

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

Progress Report in the appropriate space provided that such action has been completed.

## 8.2 TIME FOR PAYMENT

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

## 8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

## 8.4 REIMBURSABLE EXPENSES

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

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

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

## 8.5 W-9 TAXPAYER FORM

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

# ARTICLE 9 - GENERAL CONSIDERATIONS

## 9.1 GENERAL

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

## 9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services

## 9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER"s expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

## 9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

## 9.5 CANCELLATION OF WORK

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

## 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 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

## 9.9 ESTIMATE OF CONSTRUCTION COST

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

**9.10 TERMINATION FOR CAUSE**

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

**9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

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

## ARTICLE 10 - INDEMNITY AND INSURANCE

**10.1 INSURANCE**

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

**10.2 MINIMUM SCOPE OF INSURANCE:**

**A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

**B. Commercial General Liability**

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

**C. Professional Liability:**

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

subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

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

**E. Workers' Compensation Insurance:**

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

**F. Employers Liability Insurance:**

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

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

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

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

**B. Professional Liability:**

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

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

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

**D. Workers' Compensation:**

As required by the State of Alabama Statute

**E. Employers Liability:**

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

## 10.4 OTHER INSURANCE PROVISIONS:

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

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

### A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

## 10.5 ACCEPTABILITY OF INSURERS:

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

## 10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. 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 there from, and (2) is caused by any negligent act 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. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

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

## 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.

**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 engineering by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

**11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

**11.9 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.

**11.10 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.

**11.11 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.

**11.12 ETHICS**

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

procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

**11.13 ALABAMA IMMIGRATION ACT**

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 1-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, email to Mary.Hollingsworth@huntsvilleal.gov , hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804. The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

**11.14 E-VERIFY – NOTICE**

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds $3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C.§1324a, AMEC Environment & Infrastructure, Inc., hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, AMEC Environment & Infrastructure, Inc. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

AMEC Environment & Infrastructure, Inc.
(Company)

BY: _____
(Authorized Representative)

**11.15 ENTIRE AGREEMENT**

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

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

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

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____,2012.

_____
Notary Public

My commission expires_____

**ENGINEER:**
**AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

BY: _____
Andrew W. Clevenger

TITLE: Water Resources Branch Manager

ATTEST: B Heil

Given under my hand this 13 day

Of August ,2012.

Mary Alice Miner
Notary Public

My commission expires August 17, 2015

MARY ALICE MINER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires AUG. 17, 2015

**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to Letter dated July 16, 2012 from Bradley D. Heilwagen and Andrew W. Clevenger, to Gary Gleason and attachments).**

amec

July 16, 2012

Mr. Gary Gleason
City of Huntsville
Engineering Division
320 Fountain circle
Huntsville, AL 35801

8/1/12

Dear Gary;

**Re: City of Huntsville**
**One-Foot Contour Generation from LiDAR DEMs**
**AMEC Proposal Number NSHWR12090**

Please find attached AMEC's proposal for the referenced project. The proposal includes a detailed scope of services, project schedule, list of deliverables, time and materials not-to-exceed fee estimate, and terms and conditions. This proposal is valid for 90 days.

Thank you for this opportunity to assist the City of Huntsville with its geospatial technology needs. If you have any questions please call me at 615-333-0630.

Sincerely,

Bradley D. Heilwagen, PE, CFM
Water Resources Project Manager
e-mail: brad.heilwagen@amec.com

Andrew W. Clevenger, PE
Water Resources Branch Manager
e-mail: andrew.clevenger@amec.com

BDH:jah

AMEC Environment & Infrastructure, Inc.
3800 Ezell Road, Ste 100
Nashville, TN 37211
Tel (615) 333-0630
Fax (615) 781-0655

www.amec.com

# PROPOSAL FOR
# One-Foot Contour Generation from LiDAR DEMs

## INTRODUCTION

AMEC Environment & Infrastructure, Inc. (AMEC) proposes the following scope of service to the City of Huntsville (Client) to produce contours with a one-foot interval from digital elevation models (DEMs), provided by the Client, and produced from Light Detection and Ranging (LiDAR) data. The LiDAR data was collected for an area buffered around the boundary of Madison County in 2010 by The Atlantic Group for the Alabama Department of Economic and Community Affairs (ADECA) Office of Water Resources (OWR). As a part of that effort, the LiDAR data was converted to Digital Elevation Models (DEMs) by The Atlantic Group. Once made aware of that effort by outside sources, the Client requested and received the data from OWR. In addition, AMEC, as a contractor for OWR, requested and received the data from OWR.

## SCOPE OF SERVICES

Using geospatial processing methods, AMEC will produce contours from DEMs provided by the Client for the Project Area defined in Figure 1, covering the extents of Madison County as well as a relatively small buffer. AMEC will design a geodatabase to store, analyze, and evaluate all provided and ancillary data. AMEC has created multiple countywide contour datasets, and will utilize this experience to efficiently manage, catalog, and analyze geographic data pertinent to this project. AMEC is prepared to start the contour development upon notice to proceed.

This proposal assumes that the data to be used has been provided by OWR and AMEC will not need to procure other data sources. In their Final Report (North Central Alabama Madison County, AL LiDAR Acquisition and Development of Bare Earth DEM Final Report December 2011) which was provide to the Client, the Atlantic Group indicated that both the raw LiDAR data and the DEMs were reviewed for quality and adherence to standards developed by the U.S. Geological Survey. AMEC assumes no responsibility for the accuracy of the source data. The final contour data set delivered will be generated through automated means with only a select amount of technician edits as described in Task C to promote data quality. Lakes and ponds that were hydro-flattened during LiDAR processing will show up as single contour loops at the nearest one-foot interval above the elevation of the water during LiDAR collection. Streams and dry stream channels will show up as inflections in the contours representative of the change in topography. The following tasks are proposed:

### Contour Generation

A) AMEC has already received DEMs for the Project Area (Figure 1).

B) AMEC will use the DEMs to produce contours of equal elevation, of one-foot interval, that will cover the entire Project Area. Contours will be single lines of equal elevation and will be attributed with its elevation.

C) The contours will be evaluated for topology errors and will be edited for anomalies such that there is a seamless transition from one DEM tile to the next. They will also be

checked for elevation logic against the DEMs. Closed loops of less than 100 square feet in area will be removed (generally related to tree/vegetative cover and low lying areas). There will be no manual smoothing of contour lines. Spatial coordinate system parameters will match the DEMs provided: Horizontal - Alabama State Plane NAD83 Realization/Datum Tag Unknown and Vertical - NAVD88 Geoid09. Although it is unfortunate that the Realization/Datum Tag for the horizontal coordinate system is unknown, it is not considered relevant because examples demonstrate that changes between Realizations/Readjustments are less than a foot and the DEM being used is based on a 1-meter/3.28-feet cell (i.e. the DEM is not detailed enough to pick-up the smaller change resulting in the Readjustments).

D) A final QA/QC check will be performed on the contours to confirm that they match the source data. This will be done by spot checking the contours against the source DEMs.

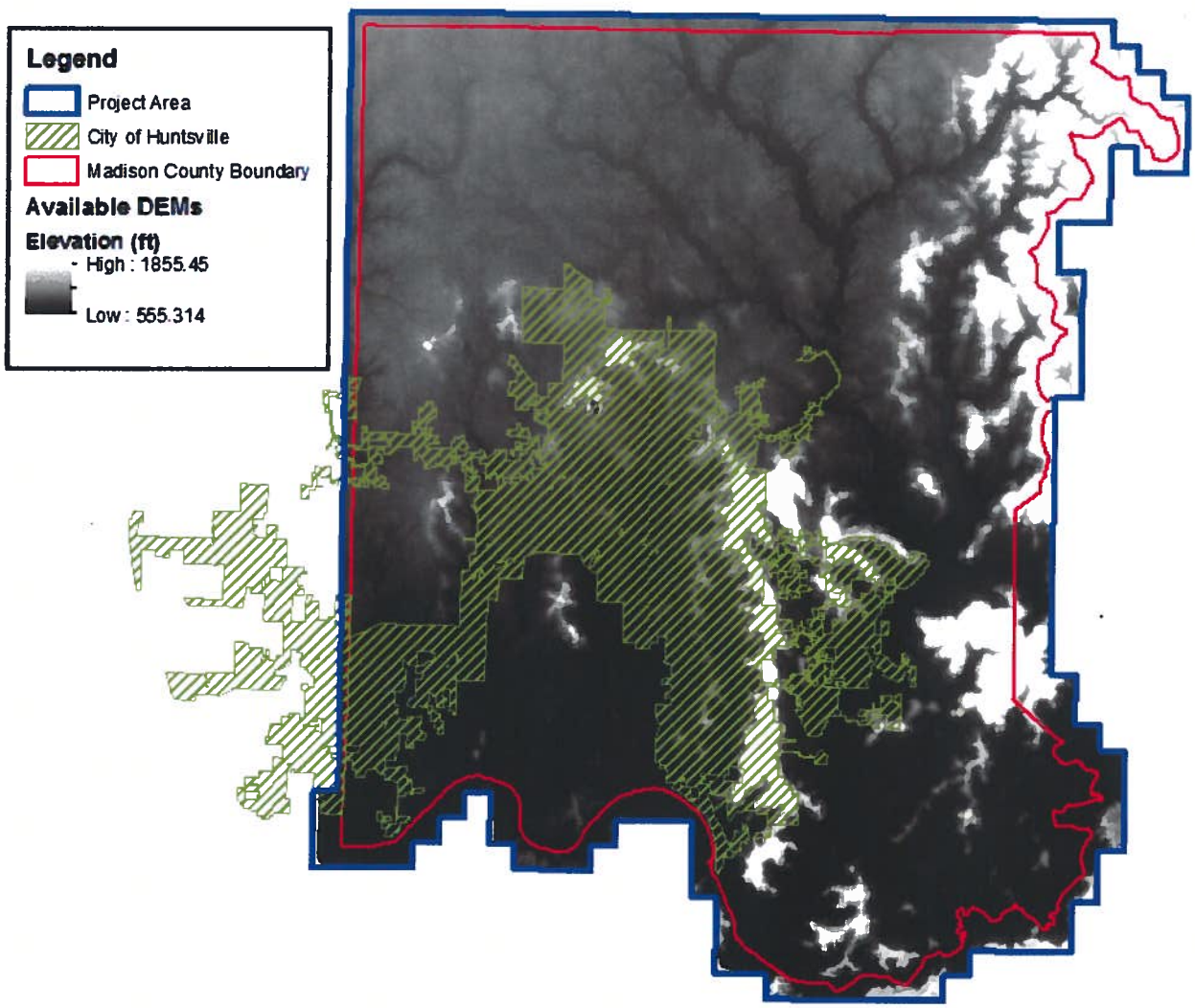



**Figure 1. Project Area**

## SCHEDULE

The work defined herein shall begin upon receipt of a signed agreement and/or written notice to proceed, and should be complete within three (3) weeks.

## FEE

The scope of services is limited to the specific items addressed herein. Any additional work will be considered an extra service.

The following AMEC personnel are proposed for this project although other staff may be utilized as needed:

Madsen, Keld ..... Peer Review.....Professional Level 14
Heilwagen, Bradley ..... Project Manager.....Professional Level 14
Hall, Jim ..... GIS Analyst.....Professional Level 12
Regan, Seth ..... GIS Specialist .....Professional Level 8
Holland, Suellen ..... Admin.....Administrative Level 7

A fee of $7,905.00 is proposed for the services presented herein.

| | | Peer Review $120 | Project Manager $120 | GIS Analyst $110 | GIS Specialist $90 | Admin $65 | Labor Hours | Labor Fee | Expense Fee | Total Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| 1 | Contour Generation | 10 | 8 | 30 | 24 | 4 | 76 | $7,880.00 | $25.00 | $7,905.00 |
| | | | | | | | | | | |
| | Total | 10 | 8 | 30 | 24 | 4 | 76 | $7,880.00 | $25.00 | $7,905.00 |

**Total Fee Estimate = $7,905.00**

Labor effort will be charged on a time-and-materials not to exceed basis using the hourly rates indicated on the bill rate schedule included as Table 1. Should AMEC anticipate any issues with completing tasks within budget, they will inform Client immediately. Reimbursable expenses will be shown on AMEC invoices as a line item expense and will be charged in accordance with the attached bill rate schedule.

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

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): AMEC Environmental & Infrastructure Inc
- City of Huntsville current taxpayer identification number (if available): 11575
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

| Type of Ownership (check appropriate box) | Entity I.D. Number & Applicable State |
|---|---|
| ☐ Individual or Sole Proprietorship | |
| ☐ General Partnership | |
| ☐ Limited Partnership (LP) | Number & State: |
| ☐ Limited Liability Partnership (LLP) | Number & State: |
| ☐ Limited Liability Company (LLC) (Single Member) | Number & State: |
| ☐ LLC (Multi-Member) | Number & State: |
| ☑ Corporation | Number & State: 917-644 Alabama |
| ☐ Other, please explain: | Number & State (if a filing entity under state law): |

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

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

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

Signature: [signature] Title (if applicable): Branch Manager

Type or legibly write name: Andy Clevenger Date: 2/17/2012

Revised 12/7/2011

## 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 we 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)
- 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.
- Tree Ordinance

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. 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.

# 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 Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

# ATTACHMENT 4
# DESIGN REVIEWS

## 90% COMPLETE – FINAL REVIEW

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

## CONFERENCE FORMAT

### DISCUSSION TOPICS

Discussion topics will be handled open forum.

### REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.

2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.

3. A list of comments made at the 60% review and a summary of each resolution.

4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:

   - Item Number
   - Item Description with standard specification used
   - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
   - Final "calculated" amount and any "increased" amounts
   - Notes to include any deviation from referenced standard specifications

# ATTACHMENT 4
# DESIGN REVIEWS

## 100% COMPLETE – READY TO ADVERTISE

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

### CONFERENCE FORMAT

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

| YES | NO | | REQUIRED SUBMITTALS TO THE PROJECT ENGINEER |
|---|---|---|---|
| ☐ | ☐ | 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 Code of Alabama (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. |
| ☐ | ☐ | 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". |
| ☐ | ☐ | 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 |
| ☐ | ☐ | 4. | One (1) Micro station digital file of right-of-way drawings. |
| ☐ | ☐ | 5. | Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY) |
| ☐ | ☐ | 6. | One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY) |
| ☐ | ☐ | 7. | One (1) print copy of Final Construction Cost Estimate. |
| ☐ | ☐ | 8. | One (1) digital spread sheet file of Final Construction Cost Estimate. |
| ☐ | ☐ | 9. | Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities. |
| ☐ | ☐ | 10. | One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities. |
| ☐ | ☐ | 11. | Two (2) print sets of contract specifications. |
| ☐ | ☐ | 12. | One (1) digital text file of contract specifications. |
| ☐ | ☐ | 13. | One (1) complete set of signed and sealed calculations. |
| ☐ | ☐ | 14. | One (1) complete set of all approved permits including Location, Character, and Extent, COE, ADEM, etc. |
| ☐ | ☐ | 15. | One (1) complete set of all field notes. |
| ☐ | ☐ | 16. | One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary. |
| ☐ | ☐ | 17. | Utility Project Notification forms and a list of all utilities that need to be contacted. |

_____ Engineer

# ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

## Table 1. - Schedule of Fees.

These rates will remain in effect through the duration of the contract.

**AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**
**2012 RATE SCHEDULE**

The hourly labor rates set forth below are valid from January 1, 2012 and are subject to annual revision thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions.

**PROFESSIONAL SERVICES**

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

| CLASSIFICATION | RATE/HOUR | CLASSIFICATION | RATE/HOUR |
|---|---|---|---|
| Professional Levels 1 | $55.00 | Professional Level 14 | $120.00 |
| Professional Levels 2 | $60.00 | Professional Level 15 | $130.00 |
| Professional Levels 3 | $65.00 | Professional Level 16 | $140.00 |
| Professional Level 4 | $70.00 | Professional Level 17 | $145.00 |
| Professional Level 5 | $75.00 | Professional Level 18 | $155.00 |
| Professional Level 6 | $80.00 | Professional Level 19 | $165.00 |
| Professional Level 7 | $85.00 | Professional Level 20 | $170.00 |
| Professional Level 8 | $90.00 | Professional Level 21 | $180.00 |
| Professional Level 9 | $95.00 | Professional Level 22 | $190.00 |
| Professional Level 10 | $100.00 | Professional Level 23 | $200.00 |
| Professional Level 11 | $105.00 | Professional Level 24 | $210.00 |
| Professional Level 12 | $110.00 | Professional Level 25 | $220.00 |
| Professional Level 13 | $115.00 | Professional Level 26 | $240.00 |

**TECHNICIAN SERVICES**

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

| CLASSIFICATION | RATE/HOUR | OVERTIME | CLASSIFICATION | RATE/HOUR | OVERTIME |
|---|---|---|---|---|---|
| Technician Level 1 | $30.00 | $40.50 | Technician Level 10 | $55.00 | $82.50 |
| Technician Level 2 | $32.50 | $45.00 | Technician Level 11 | $60.00 | $90.00 |
| Technician Level 3 | $35.00 | $48.75 | Technician Level 12 | $65.00 | $97.50 |
| Technician Level 4 | $37.50 | $52.50 | Technician Level 13 | $70.00 | $105.00 |
| Technician Level 5 | $40.00 | $56.25 | Technician Level 14 | $75.00 | $112.50 |
| Technician Level 6 | $42.50 | $60.00 | Technician Level 15 | $80.00 | $120.00 |
| Technician Level 7 | $45.00 | $63.75 | Technician Level 16 | $85.00 | $127.50 |
| Technician Level 8 | $47.50 | $67.50 | Technician Level 17 | $90.00 | $135.00 |
| Technician Level 9 | $50.00 | $71.25 | Technician Level 18 | $95.00 | $142.50 |

**ADMINISTRATIVE SERVICES**

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

| CLASSIFICATION | RATE/HOUR | OVERTIME | CLASSIFICATION | RATE/HOUR | OVERTIME |
|---|---|---|---|---|---|
| Administrative Level 1 | $35.00 | $52.50 | Administrative Level 6 | $60.00 | $90.00 |
| Administrative Level 2 | $40.00 | $60.00 | Administrative Level 7 | $65.00 | $97.50 |
| Administrative Level 3 | $45.00 | $67.50 | Administrative Level 8 | $70.00 | $105.00 |
| Administrative Level 4 | $50.00 | $75.00 | Administrative Level 9 | $75.00 | $112.50 |
| Administrative Level 5 | $55.00 | $82.50 | Administrative Level 10 | $80.00 | $120.00 |

~~**MISCELLANEOUS EXPENSES – 6% of Labor Charges**~~

~~CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo-processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.~~ WBH

~~**OTHER DIRECT EXPENSES**~~

~~CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:~~

~~**Travel Expenses:** Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses~~ — Cost plus ~~15%~~ 5% WBH

~~**Subcontract Expenses:** Supplies or services furnished to AMEC in support of project activities by any supplier or firm except temporary agency or consultant staff charged at above hourly rates~~ — Cost plus ~~15%~~ 5% WBH

~~**Direct Expenses:** Other expenses in support of project activities~~ — Cost Plus ~~15%~~ 5% WBH

**ATTACHMENT 6 - PROGRESS REPORT**
**(Article 8)**

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

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

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

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

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

_____

_____

_____

| MILESTONE SUBMITTALS | SCHEDULED DATE | ACTUAL DATE |
|---|---|---|
| 30% | _____ | _____ |
| 60% | _____ | _____ |
| 90% | _____ | _____ |
| 100% | _____ | _____ |
| "FINAL" INVOICE SUBMITTED | | _____ |
| SUBCONSULTANTS PAID IN FULL | | _____ |
| CONTRACTED COMPLETION DATE: | December 31, 2013 | _____ |

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

UPDATED SCHEDULE ATTACHED? _____YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

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

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

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

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

| CONSULTANT NAME AND ADDRESS | DESCRIPTION OF SERVICES | FEE |
|---|---|---|
| | N/A | |
| | | |
| | | |
| | **SUB-TOTAL** | |
| | **5% Administrative Fee** | |
| | **TOTAL** | |

# ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

| REQUIREMENT | SUBMIT TO | SUBMITTAL REQUIREMENT DATE | NUMBER OF COPIES | REFERENCE SECTION OF CONTRACT AND COMMENTS |
|---|---|---|---|---|
| Deviations from OWNER's standards. | OWNER | Prior to incorporating deviations. | 2 | Article 2.5 |
| Products or materials specified by the ENGINEER that are available from only one source. | OWNER | Prior to 100% submittal. | 2 | Article 2.2 |
| 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<br>60% review – from all affected parties<br>90% review – Signed Acceptance Utility Project Notification Form | 2 | Attachment 4, 10 |
| Design Calculations | Project Engineer | 90% review, 100% complete | 1 | Attachment 4 |
| Digital copy of drawings. | Project Engineer | 100% complete – 1 in .dgn format; 1 in .tiff or .pdf format | 2 | Attachment 4 |
| Digital text files. | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Bid Quantities. | Project Engineer | 100% complete. Digital in Excel 2003 format and hard copy | 3 | Attachment 4 |
| Permits and Permit Applications | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Field notes. | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Digital aerial photography. | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Progress Report (Art. 8) | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage. | 4 hard; 1 digital monthly | Attachment 4 |

## ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

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.

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.

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.

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

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, 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 2007 format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths 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". http://140.194.76.129/publications/eng-manuals/em1110-1-1000/toc.htm

## ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

**NAME:**_____
**(Utility Name)**

**PROJECT NAME:** _____ **PROJECT NUMBER:**_____

**CONSULTING ENGINEER:** _____
**(Name)**

**ENGINEERING REPRESENTATIVE**_____**PHONE:**_____

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

**DO** _____ **DO NOT** _____

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

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

**NAME OF UTILITY:**_____

**NAME OF UTILITY:**_____

**NAME OF UTILITY:** _____

**OTHER:** _____

**COMMENTS:** _____

**BY:** _____
**AUTHORIZED REPRESENTATIVE**

**FIELD CONTACT PERSON:** _____ **PHONE:** _____
**OFFICE CONTACT PERSON:** _____ **PHONE:**_____

**DATE:**_____

CONSTRUCTION PLANS FOR

# PROJECT NAME

## PROJECT INFORMATION

FOR THE

## CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX )

SAMPLE STANDARD DRAWING FORMAT

LOCATION MAP HERE

PROJECT LOCATION

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

TITLE SHEET

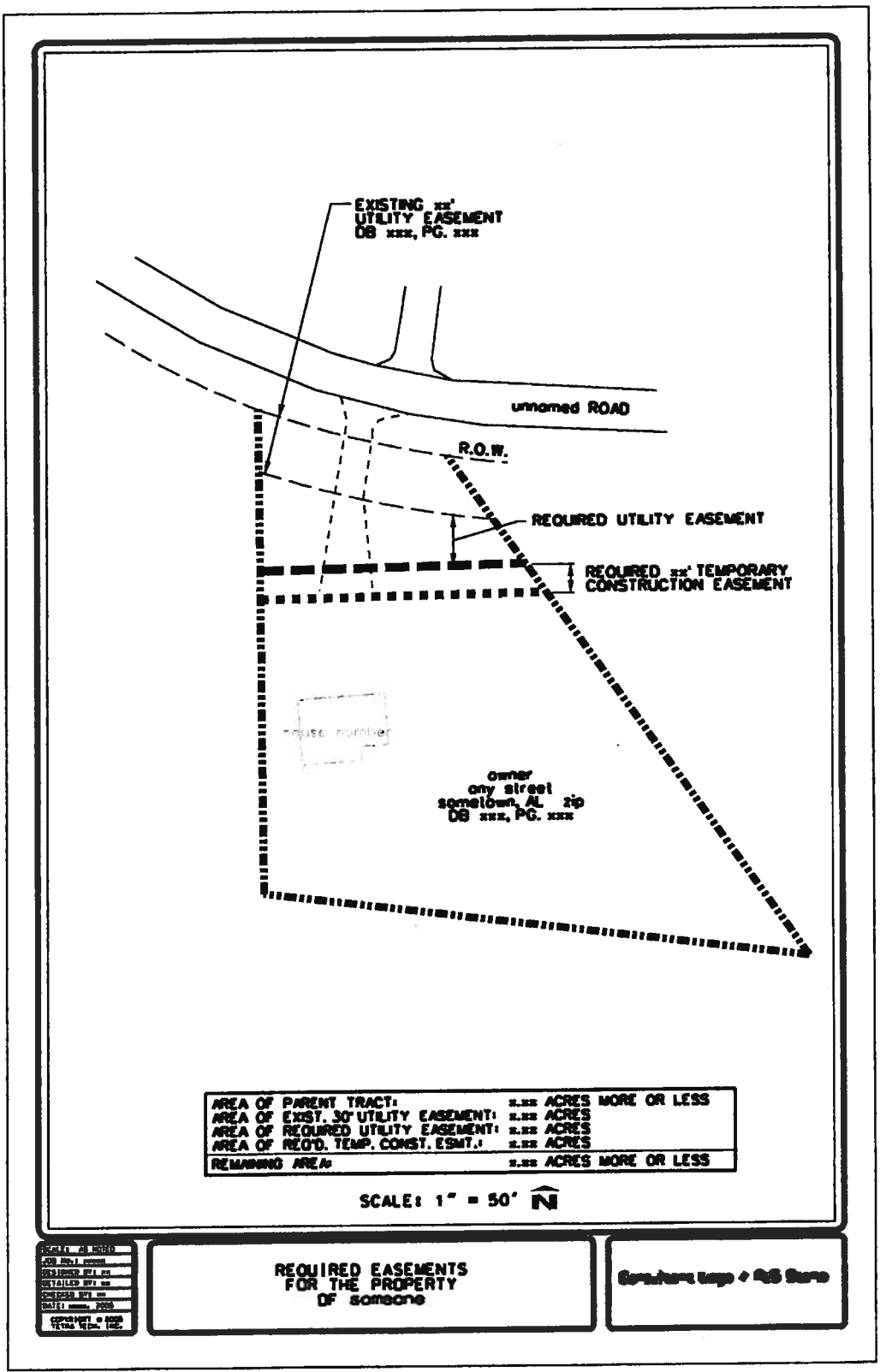
PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

ATTACHMENT 11

**ATTACHMENT 12**
**SAMPLE**




...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

## 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 aforestated*** *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)*

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

**DESCRIPTIONS:**

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

**GENERAL:**

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

## ATTACHMENT 15 - GIS BASE MAP

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 39 | 25' Major Topo Contour | 0 | 7 | 0 | | | |
| 40 | X Spot Elevation | 0 | 7 | 0 | | | |
| 41 | FEMA Monuments/Labels | 0 | 3/0 | 0 | 18 | 1 | FEMA |
| 42 | Quarter Sections | | | | | | |
| 43 | Section Lines | 0 | 5 | 0 | | | |
| 44 | Features | 0 | 2 | 0 | | | |
| 44 | Cell Towers | 0 | 12 | 0 | AS=1 | | CELTWR |
| 45 | Fences (Pattern) | 0 | 8 | 0 | AS=1 | | FENCE |
| 46 | Format/Legend | 0 | 0 | 0 | | | Limleg<br>Madleg |
| 47 | Mass Points | 0 | 7 | 2 | | | |
| 48 | Break Lines | 0 | 7 | 2 | | | |
| 49 | Open | | | | | | |
| 50 | Billboards | 0 | 37 | 1 | | | BBOARD |
| 51 | Sanitary Sewer | 0 | | 3 | | | |
| 52 | Sanitary Sewer Text | | | | | | |
| 53 | Storm Water Features | 0 | | 3 | | | |
| 54 | Storm Water Text | | | | | | |
| 55 | Open | | | | | | |
| 56 | Property Address | 0 | 1 | 0 | | | |
| 57 | Text Tag for Buildings | 0 | 1 | 0 | 10-20 | 1 | |
| 58 | One Way Arrows | 1 | 3 | 1 | | | |
| 59 | Open | | | | | | |
| 60 | Open | | | | | | |
| 61 | Open | | | | | | |
| 62 | Monuments for Setup (point cell) | | | | | | |
| 63 | Open | | | | | | |