

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 9, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement with Johnson & Associates Consulting Engineers, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Johnson & Associates Consulting Engineers, L.L.C. for Engineering Design Services for Dynetics Park in Cummings Research Park, Project No. 65-14-SP61

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.

Engineering services contract for design of temporary park facilities on approximately 30 acres at the northeast corner of Pegasus Drive and Explorer Boulevard in conjunction with Dynetics in Cummings Research Park. Design services in a lump sum total contract amount of \$63,848.00. Account No. 24-6500-0811-8402

Associated Cost: \$63,848.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Lathy Martin*

Date: 10/7/14

*R
PK*

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **10/9/2014**

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

Contract or Agreement: **Engineering Design Services**

Document Name: **Dynetics Park Project No. 65-14-SP61**

City Obligation Amount: **\$63,848.00**

Total Project Budget: **\$63,848.00**

Uncommitted Account Balance: **0**

Account Number: **24-6500-0811-8402**

Procurement Agreements

Not Applicable	Not Applicable
-----------------------	-----------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	--------------------

Department	Signature	Date
1) Originating	<i>Kathy Marti</i>	10/7/14
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

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 Johnson & Associates Consulting Engineers, L.L.C. in the amount of SIXTY-THREE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$63,848.00) for Engineering Design Services for Dynetics Park in Cummings Research Park, Project No. 65-14-SP61, 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 Johnson & Associates Consulting Engineers, L.L.C. for Engineering Design Services for Dynetics Park in Cummings Research Park, Project No. 65-14-SP61" consisting of a total of nineteen (19) pages plus thirty-eight (38) additional pages consisting of Attachments 1-16, and the date of October 9, 2014, 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 9th day of October, 2014.

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

APPROVED this the 9th day of October, 2014.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
DYNETICS PARK IN CUMMINGS RESEARCH PARK

Project I.D Number 65-14-SP61
October 9, 2014

**_____
President of the City Council of the City of
Huntsville, AL
Date: October 9, 2014**

TABLE OF CONTENTS

<u>ARTICLE 1 - ENGAGEMENT OF THE ENGINEER</u>	
<u>ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER</u>	
<u>ARTICLE 3 - OMITTED</u>	
<u>ARTICLE 4 - ADDITIONAL SERVICES</u>	
<u>ARTICLE 5 - RESPONSIBILITIES OF OWNER</u>	
<u>ARTICLE 6 - PERIOD OF SERVICES</u>	
<u>ARTICLE 7 - PAYMENT TO THE ENGINEER</u>	
<u>ARTICLE 8 - GENERAL PAYMENT PROCEDURE</u>	
<u>ARTICLE 9 - GENERAL CONSIDERATIONS</u>	
<u>ARTICLE 10 - INDEMNITY AND INSURANCE</u>	
<u>ARTICLE 11 - MISCELLANEOUS PROVISIONS</u>	
<u>ATTACHMENT 1 - SCOPE OF SERVICES</u>	
<u>ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM</u>	
<u>ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES</u>	
<u>ATTACHMENT 4 - DESIGN REVIEWS</u>	
<u>ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE</u>	
<u>ATTACHMENT 6 - PROGRESS REPORT</u>	
<u>ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER</u>	
<u>ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST</u>	
<u>ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS</u>	
<u>ATTACHMENT 10 -UTILITY PROJECT NOTIFICATION FORM</u>	
<u>ATTACHMENT 11 - SAMPLE STANDARD DRAWING FORMAT</u>	
<u>ATTACHMENT 12 - ROW SUBMITTAL</u>	
<u>ATTACHMENT 13 - U.S. NATIONAL MAP ACCURACY STANDARDS</u>	
<u>ATTACHMENT 14 - REAL ESTATE PLAN REQUIREMENTS</u>	
<u>ATTACHMENT 15 - GIS BASE MAP</u>	
<u>ATTACHMENT 16 - REQUIRED DELIVERABLES</u>	

**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
DYNETICS PARK IN CUMMINGS RESEARCH PARK**

Project I.D Number 65-14-SP61

THIS AGREEMENT made as of the 9th day of October in the year 2014, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

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

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER professional engineering services for design of Dynetics Park in Cummings Research Park.
- 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, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

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

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of October 10, 2014. The final completion date for the completion of design services as outlined in Article 2 shall be January 8, 2015.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF SIXTY-THREE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$63,848.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

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

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

7.3 EFFECTIVE DATE

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

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	\$63,848.00
TOTAL CONTRACT AMOUNT:	<u>\$63,848.00</u>

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

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

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 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 SEAL ON DOCUMENTS

9.8.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.8.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.8.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

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

damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

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

9.11 TERMINATION FOR CAUSE

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

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. 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 unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. 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.

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 of, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

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

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

**OWNER:
CITY OF HUNTSVILLE**

**ENGINEER:
JOHNSON & ASSOCIATES
CONSULTING ENGINEERS, L.L.C.**

BY: _____
Tommy Battle

BY: _____
Nathan Johnson

TITLE: _____
Mayor

TITLE: _____
President

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2014.

Of _____, 2014.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated October 1, 2014, from Nathan Johnson to Shane Davis and attachments).



October 1, 2014

Mr. Shane Davis, PE
Director, Urban Development Department
City of Huntsville
Huntsville, AL 35801

RE: Proposal for Design and Surveying Services for Dynetics Park in Cummings Research Park

Dear Mr. Davis:

Johnson & Associates, Consulting Engineers, LLC, (hereinafter referred to as Consultant) appreciates the opportunity to provide this Proposal for Design and Surveying Services for the preparation of design and construction documents for the Dynetics Park in Cummings Research Park. The design will generally reflect the elements and configuration illustrated on the Dynetics Park Conceptual Design prepared by City staff and provided to Consultant.

The following information is provided for your review and consideration:

A. PROPOSED SCOPE OF SERVICES

1. Perform a **Limited Topographic Survey** of the Proposed Dynetics Park area (approximately 24 acres) as shown on the Dynetics Park Conceptual Design provided by the City, and further identified on the Plat entitled "Dynetics Phase 5 at Cummings Reach Park West", prepared by James McElroy, PLS.
 - a. Set horizontal and vertical survey control
 - b. Conduct topographic survey of site, drainage facilities, utilities, and other natural or man-made features that may impact the design.
 - c. Conduct topographic survey for proposed sidewalk extension along Explorer Boulevard from the Park entry drive to the existing sidewalk in the vicinity of 1002 Explorer Blvd.
 - d. Prepare topographic map of the surveyed area using spot elevations and breaklines, and merge with existing city 1-foot contours to create a base map of the area
2. Prepare **Preliminary and Final Project Design** documents generally reflecting the elements and configuration of the Dynetics Park Conceptual Design drawing provided by the City. Design elements will include the following:
 - a. Entry Drive and Parking Lot (approx 125 spaces)
 - b. Two softball fields and dugouts
 - c. A 9 hole Disc Golf Course
 - d. An 8-foot walking path around the Disc Golf Course with workout stations
 - e. Two Sand Volleyball Courts
 - f. Two Horseshoe Pits
 - g. A 20 ft X 60 ft open air Pavilion with 2 restrooms and storage/janitors rooms
 - h. A 5 ft berm amphitheater
 - i. Sidewalks and Paved Walkways
 - j. Site Landscape and Irrigation Design

- k. Esplanade between the two softballs fields extending from the pavilion westerly to the walking path, shape to be similar to Hudson-Alpha
- l. Site Utilities (water/sewer/electric)
- m. Required Site Drainage Improvements
- n. Limited lighting design for the pavilion and adjacent pedestrian areas
- o. Geotechnical investigation and recommendations for the Pavilion and Parking Lot design
- p. Sidewalk extension along Explorer Boulevard from the park entry drive to the existing sidewalk in the vicinity of 1002 Explorer Blvd.

Not included in the Scope of Services are the following tasks:

- a. Lighting design for ball fields, parking lot, beach volley ball courts, or horse shoe pits.
 - b. Bleachers for softball fields
 - c. ADEM/NPDES Permit Application and preparation of CBMPP in the event the site is located in a high priority stream area as designated by ADEM.
3. Provide **Bidding Assistance** to include: attend Pre-Bid Meeting and respond to questions.
 4. Limited **Construction Administration Services** will be provided by the sub-consultants listed below in paragraph B. The services to be provided are described in the sub-consultant agreements of each firm.

B. PROPOSED PROJECT TEAM

The following is a summary of the Design Team for the Dynetics Park Project. Sub-consultants' Scope of Services are attached as Attachment 1, and provide additional details of tasks.

<u>FIRM</u>	<u>SERVICES PROVIDED</u>
Johnson & Associates	Project team manager; land surveying; civil/site design
Fuqua & Partners Architects	Architectural design and related engineering services for the pavilion; collaboration of layout/design for double helix for esplanade; and limited construction administration
Bostick Landscape Architect	Hardscape and landscape design; irrigation design; collaboration of layout and design of ball fields, volleyball courts, and horseshoe pits; and limited construction administration
Geosolutions, LLC	Geotechnical investigation and recommendations for the pavilion and parking lot

C. COMPENSATION FOR SERVICES

CONSULTANT proposes the following fee schedule for the Scope of Services described in paragraph A and shown on the attached 'Project Estimating Form'.

FEE SUMMARY

<u>Task</u>	<u>Amount</u>
Surveying, Preliminary/ Final Design	\$57,433
Bidding & Limited Const. Admin.	\$ 6,415
Total Estimated Fee	\$63,848

CONSULTANT will bill CLIENT on a monthly basis as a percentage of each task's lump sum amount.

D. PROJECT SCHEDULE

CONSULTANT will commence services immediately upon written authorization to proceed, and will make every effort to complete the project as indicated in the schedule below, but does not guarantee that all work will be completed within stated timeframe. The proposed schedule may be modified by mutual agreement of CONSULTANT AND CLIENT.

Total Design Duration	90 days
Construction Phase	TBD

CLIENT agrees to abide by the general conditions attached to this agreement and made a part hereof. This contract offer shall remain in effect until the 4th day of November, 2014, after which it is subject to renegotiation. Services performed under this contract which extend beyond 12 months will be subject to renegotiation.



 CONSULTANT/AUTHORIZED SIGNATURE

The undersigned, being informed of the contents of this agreement, does hereby agree to the terms and conditions contained herein, and accept this contract offer on this

____ day of _____, 20____.

 CLIENT/AUTHORIZED SIGNATURE

Johnson & Associates Consulting Engineers, Inc.

PROJECT

PROJECT: Dynetics Park Survey, Design Documents, and Limited Construction Administration

ESTIMATING FORM

CLIENT: City of Huntsville

PREPARED BY:

NGJ/JTC

Topo Survey, Civil /Site and Pavilion Design of New City Park, Huntsville, AL

Date: REVISED

10/1/14

PHASE/TASK	Principal Engr./LS \$145	Sr. Proj. Engineer \$130	Proj. Engr & Inspectr \$105	CAD Tech \$75	Secretary Admin \$50	Surveying 2-MAN \$135	Total Hours	Labor Cost	Direct Expense	TOTAL FEE
J&A LUMP SUM SERVICES										\$34,065
Limited Topographic Survey - Park and Sidewalk Ext.										\$5,510
Set Vertical and Horizontal Control and Gather Site Info				2	1	2	5	\$470	\$10	\$480
Topographic Survey of all man-made & natural features	2			10		19	31	\$3,605	\$20	\$3,625
Base Map with ROW, Utilities, Contours & Control Points	2			14	1		17	\$1,390	\$15	\$1,405
J&A Sub-Totals Surveying	4			26	2	21				
Plans and Reviews										\$28,555
Layout of Park Facilities										
Entry Road/Parking Lot	1	2		16			19	\$1,605		\$1,605
Disc Golf Course		2		8			10	\$860		\$860
Softball Fields (2)		2		8			10	\$860		\$860
Hardscape Layout (Esplanade and Sidewalks)		4		8			12	\$1,120		\$1,120
Walking Trail Layout		2		8			10	\$860		\$860
Beach Volleyball Courts		2		4			6	\$560		\$560
Horseshoe Pits		1		4			5	\$430		\$430
Pavilion		1		4			5	\$430		\$430
Amphitheater		2		4			6	\$560		\$560
Geotech Investigation - Parking Lot and Pavilion		2		2			4	\$410		\$410
Site Grading and Drainage	4	21		35			60	\$5,935		\$5,935
Site Utilities (water, gas, electric) Layout	1	7		14			22	\$2,105		\$2,105
ADEM Permit App. and CBMPP (non priority site)	1	4		16			21	\$1,865		\$1,865
Landscape and Irrigation System Design		2		2			4	\$410		\$410
Quantity Estimates & Engr. Opinion of Costs	2	14		14	8		38	\$3,560		\$3,560
Project Manual (Specifications and Bid Documents)		20		4	20		44	\$3,900		\$3,900
Sub-Consultant Administration at 5%										\$0
Review Meetings (30%, 60%, 90%, Final)	2	4		9	8		23	\$1,885	\$1,200	\$3,085
J&A Totals Final Design	11	92	0	160	36	0	299	\$27,355	\$1,200	\$28,555

NOTES:

- The spreadsheet above is an itemization of tasks and man-hours for activities to be performed by Johnson & Associates, Inc., only, and do not include Sub-Consultant tasks or man-hours. For Sub-Consultant fees, see Schedule below.
- Extra Services beyond the Scope of Work itemized above include but are not limited to the following:
 Environmental Assessments or Mitigation Plans, As-Built/Record Survey, Constr. Staking, Resident Constr. Inspections, ADEM stormwater monitoring, Utility Relocation Plans, floodplain analysis or FEMA submittals, hazardous materials issues, ADEM/NPDES Permit Application and CBMPP for Priority Construction Sites, Landmark Sign Design or Sign Permit, Variances or Rezoning Issues, title opinions, subdivision platting, 404 or USACE permits; or Construction Services for civil/site activities.
- All application fees, review fees, etc. required by regulatory agencies are to be paid by the Owner.

SUB-CONSULTANT FEE SCHEDULE (See attached Sub-Consultant Proposals)	Design (75% Total)	Bidding (5% Total)	Const. Admin (20% Total)	Total Est. Fee
Bostick Landscape Architecture	\$7,500	\$ 500	\$ 1,975	\$9,975
Fuqua and Partners	\$11,850	\$ 790	\$ 3,150	\$15,790
GeoSolutions Sub-surface Investigations	\$2,600			\$2,600
Sub-Totals of Consultant Fees	\$21,950	\$1,290	\$5,125	\$28,365

Note: Percentages above apply to Design Firms only, and are modeled after Alabama Building Commission Fee Schedule

SUMMARY OF FEE PROPOSAL	Land Surveying	Design	Bidding	Const. Admin	Total Est. Fee
Consultant					
J&A, Inc. (Prime Consultant)	\$ 5,510	\$ 28,555	\$ -	\$ -	\$ 34,065
J&A Sub-Consultant Admin at 5%					\$ 1,418
Sub-Consultant Fees	N/A	\$ 21,950	\$ 1,290	\$ 5,125	\$ 28,365
TOTAL ESTIMATE FEE	\$ 5,510	\$ 50,505	\$ 1,290	\$ 5,125	\$ 63,848

BOSTICK

LANDSCAPE ARCHITECTS

September 22, 2014

Mr. Tom Cunningham, P.E.
Johnson and Associates
1218 Church Street
Huntsville, Alabama 35801

RE: Dynetics Park

Tom,

Thank you for the opportunity to submit this proposal to you for the new Dynetics Park in Huntsville, Alabama. I am pleased to submit this outline for limited hardscape, landscape, irrigation design services, and specifications for this project.

This proposal includes preliminary hardscape walking path coordination with J&A including specification of exercise stations, preliminary and final planting design for parking lot, preliminary and final design for Frisbee Golf Course, design for sand volleyball courts, design for horseshoe pits, site irrigation system design for parking lot and other areas per the owner's request, all construction documents including bid forms, written specifications for bidding purposes for the hardscape, landscape and irrigation installation and contract administration for the Park.

I propose the following approach and scope of services and am prepared to begin immediately in order to meet your deadlines.

SCOPE OF SERVICES

I. Base Information Drawings

- A. Bostick Landscape Architects will prepare base plans at the appropriate scale utilizing survey information provided by you, in order to develop a CAD file for base information for our drawings.

II. Preliminary Plans

A. Preliminary Hardscape and Landscape Design

Using the site plan, I will develop a preliminary hardscape design in coordination with J&A for the walking trail as well as the pathways to the pavilion and volleyball courts. This will include the sidewalks, and pedestrian paths in and around the site and as it relates to the terminus points.

- B. Using the site plan and the owner's preliminary plan, I will develop the Frisbee golf course layout.

BOSTICK

LANDSCAPE ARCHITECTS

- C. Using the site plan, I will develop a preliminary planting design for the project. This will reflect the needs of the park as discussed. This plan will show proposed trees, shrubs, and groundcovers to be used as well as all turf areas.
1. Develop a preliminary estimate of probable cost for the preliminary scheme.
 2. Attend a review meeting with the Engineer / client to review final preliminary plan

III. Final Plans

A. Final Hardscape, and Planting Plan

Upon the yours and the owners review, comments and acceptance of the Preliminary Plans, we will prepare final coordinated hardscape layout drawings for the walking path, planting and irrigation plans for the areas outlined in I –II above.

The hardscape plan will be completed by J&A with coordinated walks from BLA for all pedestrian paths, and details in order to secure bids. I will provide any necessary details for walks to J&A. The Frisbee gold layout will consist of all necessary materials for a full course. The volleyball courts will consist of all edging details, poles, nets and subsurface drainage to be picked up outside courts by J&A. The horseshoe pits will consist of detailing for pits, poles and subsurface drainage to be picked up by J&A outside of pits.

The planting plan will show the location of all trees, shrubs, groundcovers, seasonal color bed locations and grass to be used. All plants will be properly spaced and labeled on the plan. A plant list / cost estimate showing quantities, sizes and root types will be provided for use in comparing competitive landscape contractor bids. I will provide proper specifications in detail calling out the correct type of sod and proper installation methods for construction. I will provide detail drawings as they relate to the sodding, and details for all plant material installation.

IV. Final Irrigation Plans

- A. The final irrigation plan will show and specify all required equipment for full operating system. Irrigation plans will cover all new landscaped areas, with possible limited turf coverage outside of parking lots at the owner's direction. Irrigation Details and specifications will be provided for proper installation.

V. Contract Administration

A. Contract Administration

I will be available to answer questions regarding the bid for the landscape and irrigation through the bid process in coordination with Johnson and Associates. I have provided time in this proposal for attendance at the pre-bid and pre-construction conference.

BOSTICK

LANDSCAPE ARCHITECTS

B. Landscape and Irrigation Construction Observation

I will provide construction observation for the landscape and irrigation installation. We have included ten (15) trips for construction review in this proposal. Any hours requested by you beyond this limit will be billed at our hourly rates listed in this proposal. This is based on a single phase from start to finish of any work as per the Final Plans.

C. Punch List

A Punch-list will be prepared for the scope of work at completion and one (1) subsequent review that the work has been in conformance with the Contract Documents after the initial punch-list is included in this portion of the proposal.

The Landscape Architect does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; for the acts of omissions of the Contractor, his Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

COMPENSATION FOR SERVICES

Our total fees for Items I through IV will be \$9,975.00.

These fees will be billed monthly on an hourly basis as work is performed. I request that our invoices be paid within 30 days of receipt, in order for us to provide uninterrupted services. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of the invoice.

Should you request any services not mentioned in this proposal; those services will be performed at our appropriate hourly rates with an estimate of time first presented to you for review.

Our hourly rates are as follows:

Landscape Architect:	105.00 per hour
Technician:	\$75.00 per hour

REIMBURSABLES

In addition to the above stated fees, all substantial print, courier, photographic, fax and long distance phone costs will be billed monthly at cost plus 15%. These reimbursable expenses will be billed along with the design fees.

BOSTICK

LANDSCAPE ARCHITECTS

ADDITIONAL SERVICES

Consists of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Any consultation time spent dealing with or incurred by dealings with any government or municipal agency or office. This would include time above an allowance (if any) specified in the above scope of services. If no time is allowed for, these services would be provided on an hourly basis.
- B. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- C. Assisting the Client in arranging for the Work to proceed should the Contractor default due to delinquency or insolvency.
- D. Any construction administration for overseeing the implementation of the project.
- E. Providing prolonged administration of construction contract should the construction contract time be exceeded by more than thirty (30) days through no fault of the Landscape Architect.
- F. Preparing as-recorded drawings showing construction changes in Work or final locations of equipment, mechanical or electrical service lines and outlets, on the basis of data furnished by the Contractor.
- G. Revising drawings, specifications or other documents previously approved to accomplish changes requested by the Client.

This proposal and its contents are good for the period of October 22, 2014 through November 22, 2014.

Tom, I appreciate the opportunity to submit this proposal to you and look forward to working with you on the Park. Upon your acceptance, a returned sign copy of this proposal will authorize us to proceed. If you have any questions, please call.

Respectfully,

Chad Bostick, PLA, ASLA
President

Approved

Date

FUQUA
& PARTNERS
ARCHITECTS

October 06, 2014

MEMBER OF THE AMERICAN
INSTITUTE OF ARCHITECTS

Tom Cunningham, PE
Johnson & Associates
1218 Church Street
Huntsville, AL 35801

Architecture

Interior Design

Master Planning

Media Visualization

Re: Redesign Proposal for Dynetics Park

Dear Tom:

Fuqua & Partners Architects P.C. is pleased to offer this letter of agreement to provide design services for Dynetics Park. The following is our understanding of the initial project scope of work, deliverable, and our associated fee:

Joseph A. Fuqua

Tim K. Packard

Rodney K. Steger

Bart G. Bankowski

Leslie N. Tillery

Project Scope

- Design - 20 ft X 60 ft open air pavilion with heavy timber columns, engineered wood roof trusses, standing seam metal roof and fascias, and including 2 restrooms and a storage/janitor room.
- Collaboration of overall layout/design with standards provided for the double helix used at the Hudson Alpha's McMillian Park.
- Structural engineering for: foundation plan/details, column definition and roof framing/details
- Plumbing engineering for: 2 restrooms, water coolers, water heater and code required janitor's mop sink with water and sewer shown to 5 ft outside the structure.
- Electrical engineering for: separate metered service coordinated with utility co., lighting of restrooms and under the pavilion, some lighting of the immediate surrounding area by wallpaks mounted on structure and a limited amount of bollards along main sidewalk from pavilion to parking area.
- All design scope to City of Huntsville standards.

Exclusions:

- Engineers are limited to attending one initial owner meeting and providing one 90% review set for coordination.
- Landscape design is excluded.
- Ball fields are not to be lighted and no PVA standards apply.

Project Deliverables:

- Provide Architectural, Structural, Plumbing, and Electrical documents to

include plans, elevations, sections, details and specifications to support an open public bid.

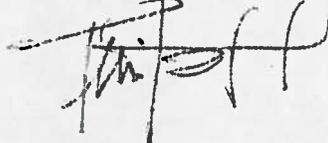
Project Fee:

Fuqua & Partners Architects proposes to provide the design services scope of work as outlined above for a lump sum of \$15,790 (Fifteen Thousand, Seven Hundred & Ninety dollars) plus reimbursable expenses. A breakdown by phase would be: \$11,840 for Design/CD's, \$790 for B/N and \$3160 for CA. Reimbursable expenses can be capped at \$500. If the need arises for additional services above and beyond the scope as provided for, we would propose an appropriate lump sum at that time. This proposal is valid for a period of 30 days.

Thank you for the opportunity to work with you & your staff. We look forward to the possibility of a successful project.

Please acknowledge this agreement by signature and return it to our office.

Respectfully,



Tim Packard,
Senior Partner - Fuqua and Partners Architects PC

Accepted by:

Signature

Date

Printed Name and Title



August 4, 2014

Johnson & Associates
1218 Church Street
Huntsville, AL 35801

Attention: Mr. Tom Cunningham, P.E.

Subject: Proposal for Geotechnical Engineering Services
Dynetics Park
Explore Boulevard
Huntsville, Alabama
Proposal No.: G-14-167

Dear Mr. Cunningham:

We are pleased to submit a proposal for geotechnical consulting services on the subject project. To aid in the preparation of this proposal we have discussed the project with you, the design team, reviewed the site plan provided, and reviewed our previous work in the vicinity of the project. This proposal presents a scope of services for the evaluation requested, a fee consideration, and a schedule to complete the proposed services.

PROPOSED CONSTRUCTION

We understand that the project includes a new park located on the Dynetics campus off of Explorer Boulevard in Huntsville, AL. Construction will include a new pavilion, amphitheater, softball fields; volleyball courts, horse shoe pits, disc golf, walking path and associated drive and parking lot. We further understand that the parking lot is an estimated 200 by 300 foot and has a total of 125 parking spots.

SCOPE OF SERVICES

The following design level geotechnical services are proposed.

- Review of available geologic literature including previous reports by others, published geologic maps, and USDA Soil Survey Maps.
- A subsurface exploration in the proposed pavilion area consisting of the excavation, logging, and sampling of 2 soil test borings. These borings will be drilled to a depth of 15 feet each or auger refusal, whichever is encountered first. The borings will include continuous Standard Penetration Test sampling in the upper 5 feet and then at selected intervals. In addition to the building borings 6 borings will be drilled in proposed pavement and drive areas. These borings will be drilled to a depth of 5 feet each and include continuous Standard Penetration Test sampling. Anticipated boring locations are indicated on the attached Figure 1.
- All borings will be left open 24 hours, groundwater levels recorded and then backfilled with auger cuttings.

Dynetics Park
 Proposal No.: G-14-167

August 4, 2014
 Page 2

- Laboratory testing to evaluate moisture content and plasticity characteristics of the onsite soils.
- Compilation and analysis of the field and laboratory data.
- Preparation of a design level geotechnical engineering report. The report will address the following;
 - Discussions of the conditions encountered at the soil boring locations;
 - Site preparation requirements including anticipated site stripping depth;
 - Undercutting requirements, if any;
 - Discussions and recommendations pertaining to the onsite disposal of unsuitable soils;
 - Groundwater conditions and recommendations for temporary and permanent dewatering measures;
 - Suitability of onsite soils for reuse as structural fill;
 - Earthwork recommendations including relative compaction recommendations for the following areas:
 - Pavilion Pad
 - Parking lot and Drive
 - Design criteria for conventional soil bearing foundations, including allowable bearing capacities and anticipated settlement;
 - Slab-on-grade subgrade preparation recommendations and considerations; and
 - Other pertinent discussions relative to geotechnical conditions encountered at the site.

ESTIMATED FEE

Our fee for geotechnical consulting services will be on a lump sum basis. Based on our understanding of the site and anticipated conditions, our fee will be a lump sum of **\$2,600**. This fee is based on the site being fully accessible to our personnel and that a truck mounted drill rig will be required to access the site. Based on our current schedule, we anticipate we can begin geotechnical field services within 5 days of receiving authorization to proceed. Fieldwork is expected to take 1 day. A written report will be completed approximately 7 days after completion of field work.

SCHEDULE

Based on our current schedule, we anticipate we can begin geotechnical field services within 5 business days of receiving authorization to proceed. Fieldwork is expected to take 1 day. A written report should be completed for review, approximately 10 business days after completion of fieldwork.

PROPOSAL AUTHORIZATION

If you agree to the terms of this proposal, please complete execute the enclosed Proposal Authorization Sheet, including the section entitled "Payment Instructions." Your execution of the Proposal Authorization Sheet constitutes your authorization to perform the services listed in the Scope of Services, your agreement to pay the Fees specified below and your agreement to be bound by the enclosed Terms and Conditions.

Dynetics Park
Proposal No.: G-14-167

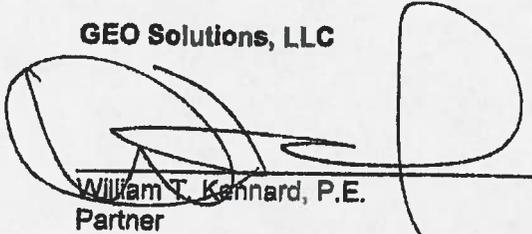
August 4, 2014
Page 3

CLOSING

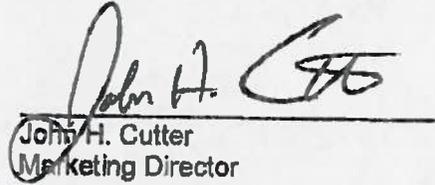
We appreciate the opportunity to present this proposal to you. If you have any questions regarding our proposed scope, please call.

Respectfully Submitted,

GEO Solutions, LLC



William T. Kennard, P.E.
Partner



John H. Cutter
Marketing Director

Attachments: Proposal Authorization Sheet
Terms and Conditions

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s): Jokyon & Associates Consulting Engineers, LLC
- Doing business as (if applicable): _____
- City of Huntsville current taxpayer identification number (if available): 155775
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable:

Type of Ownership (check appropriate box)	Entity I. D. Number ¹	Formation Documents (if required see footnote 2 below)	Immigration Law Applies	Individuals Who Must Be Verified Under Immigration Law
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
<input type="checkbox"/> Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
<input type="checkbox"/> Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, unless not a Registered LLP	Each partner of a Non-Registered LLP if an individual
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number: <u>21-1067075</u>	Formation Documents	No	Not Applicable
<input type="checkbox"/> Corporation	Number: _____	Formation Documents	No	Not Applicable
<input type="checkbox"/> Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

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

¹ 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.

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

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's 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 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**STANDARD SCHEDULE OF HOURLY FEES**

Johnson and Associates

Effective: Oct. 1, 2014 to Dec. 31, 2014

PERSONNEL DESCRIPTION		HOURLY AMOUNT (\$ Range)
Surveying & Engineering:		
Surveyor I	Survey Technician (Rodman)	\$40
Surveyor II	Survey Technician (Instrumentman)	\$55
Surveyor III	Junior Party Chief	\$70
Surveyor IV	Survey CAD Technician	\$75
Surveyor V	Senior Party Chief	\$85
Surveyor VI	Survey Manager	\$125
Surveyor VII	Principal Surveyor	\$145

Engineer I	Engineering Student/Part-Time Intern	\$55
Engineer II	Entry-Level Engineering Intern	\$65
Engineer III	Design Engineering Intern	\$75
Engineer IV	Project Design Engineer	\$85
Engineer V	Project Design Engineer	\$100
Engineer VI	Senior Project Engineer	\$115
Engineer VII	Senior Managing Engineer/Project Manager	\$130
Engineer VIII	Principal Engineer	\$145

Technical & Inspection:		
Technician I	Entry-Level CAD Technician Intern	\$50
Technician II	Junior Engineering CAD Technician	\$60
Technician III	Engineering CAD Technician	\$70
Technician IV	Engineering CAD Technician	\$75
Technician V	Senior Engineering CAD Technician	\$80

Inspector I	Periodic Observation/Junior Inspector	\$80 - \$100
Inspector II	Resident Inspection/Junior Inspector	\$70 - \$90
Inspector III	Periodic Observation/Senior Inspector	\$115
Inspector IV	Resident Inspection/Senior Inspector	\$105

Administrative / Secretarial	\$50
-------------------------------------	------

Survey Crew:	
Two-Man Survey Crew	\$135
Three-Man Survey Crew	\$175
Four-Man Survey Crew	\$215

Subcontract Services	Cost Plus 5%
-----------------------------	--------------

Direct Expenses	Cost Plus 5%
------------------------	--------------

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

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: January 8, 2015		_____

(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
Bostick Landscape Architects 110 Bibb Road Huntsville, AL 35801	Limited hardscape, landscape, irrigation design services and specifications	\$9,975.00
Fuqua & Partners Architects 100 Church Street, Suite 700 Huntsville, AL 35801	Architectural design	\$15,790.00
Geo Solutions, L.L.C. 7201 Opportunity Blvd. Huntsville, AL 35810	Geotechnical Consulting Services	\$2,600.00
	SUB-TOTAL	\$28,365.00
	5% Administrative Fee	\$1,418.25
	TOTAL	\$29,783.25

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 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land

surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

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

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ **PHONE:** _____

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

DO _____

DO NOT _____

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

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

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

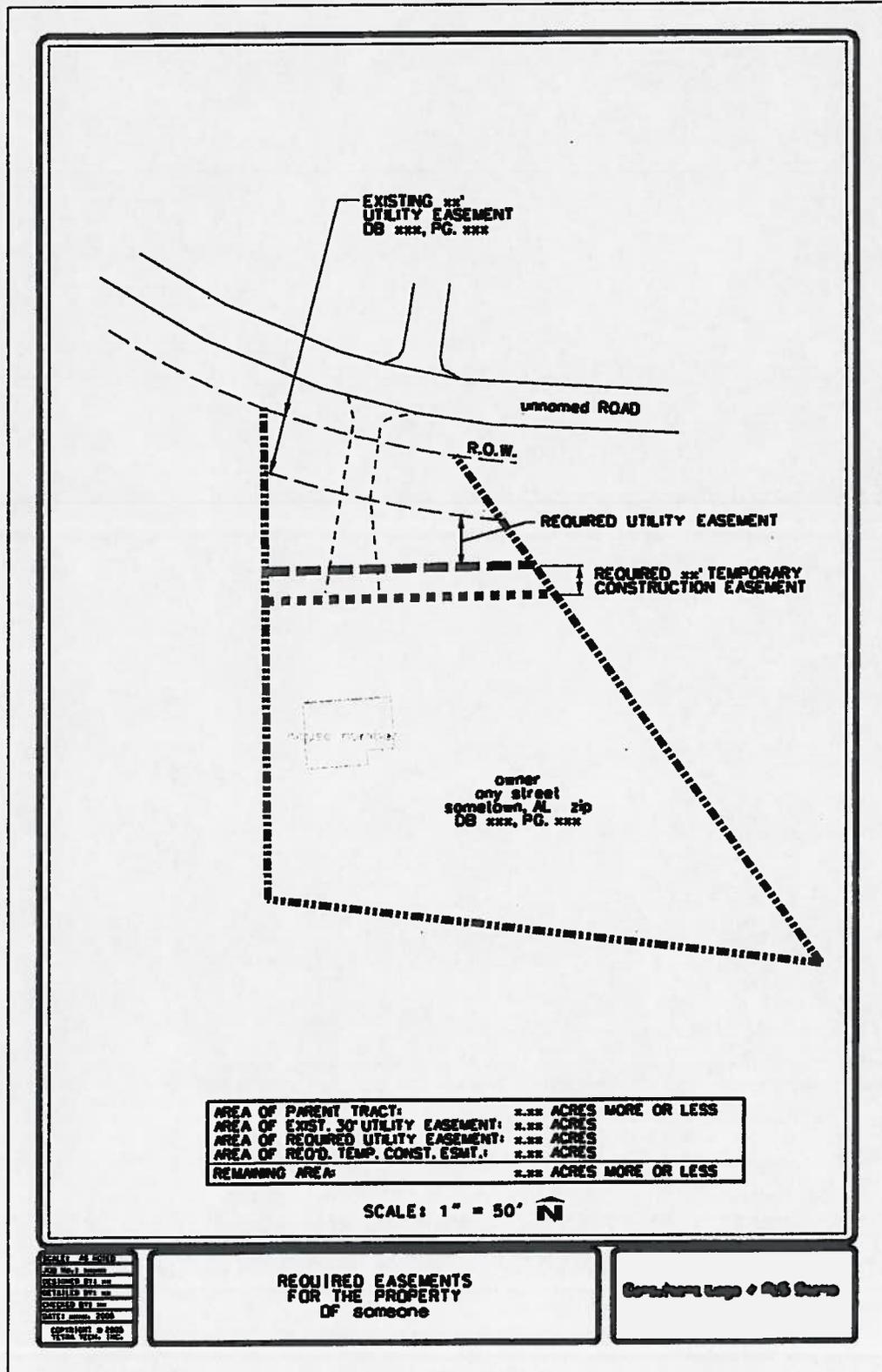
BY: _____
AUTHORIZED REPRESENTATIVE

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

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

DATE: _____

ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

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

Color Standards

(SAMPLE)

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

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 permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
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