CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular _____ Meeting Date: 3/12/15

Action Requested By: Engineering _____ Agenda Type: Resolution _____

Subject Matter:

Agreement with Trice P.C. Consulting Engineers

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Trice P.C. Consulting Engineers for Engineering Design Services for Fagan Creek Culvert Extension, Project No. 65-15-DR01 and Streetscape Improvements at Williams Avenue and Monroe Street, Project No. 65-15-SP19

AC

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 to provide landscape design services for the design of 750 linear feet Fagan Creek culvert extension and the Monroe Street and Williams Avenue streetscape improvements. Design services in a lump sum ceiling price of $167,933.25. Account Nos 23-6500-0811-8520 (in the amount of $74,193.15) and 23-6500-0816-8217 (in the amount of $93,740.10))

Associated Cost: $167,933.25 Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

P

Department Head: Kathy Martin Date: 2/23/15

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: 3/12/15

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

Contract or Agreement: **Engineering Design Services**

Document Name: **Trice-Fagan Creek Culvert Extension Project No. 65-15-DR01 & Streetscape Improvements at Williams Avenue and Monroe Street, Project No. 65-15-SP19**

City Obligation Amount: **$167,933.25**

Total Project Budget: **$167,933.25**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0811-8520 & 23-6500-0816-8217**
($74,193.15) ($93,740.10)

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Kathy Mart	2/23/15
2) Legal	[illegible]	2/23/15
3) Finance	[illegible]	3/2/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Trice, P.C. Consulting Engineers, in the lump sum amount of ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED THIRTY-THREE AND .25/100 DOLLARS ($167,933.25) for Engineering Design Services for Fagan Creek Culvert Extension, Project No. 65-15-DR01, and Streetscape Improvements at Williams Avenue and Monroe Street, Project No. 65-15-SP19, 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 Trice, P.C. Consulting Engineers for Engineering Design Services for Fagan Creek Culvert Extension, Project No. 65-15-DR01, and Streetscape Improvements at Williams Avenue and Monroe Street, Project No. 65-15-SP19" consisting of a total of nineteen (19) pages plus fifty-six (56) additional pages consisting of Attachments 1-16, and the date of March 12, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of March, 2015.

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

APPROVED this the 12th day of March, 2015.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

TRICE, P.C. CONSULTING ENGINEERS

FOR

ENGINEERING DESIGN SERVICES

FOR

FAGAN CREEK CULVERT EXTENSION AND STREETSCAPE IMPROVEMENTS AT WILLIAMS AVENUE AND MONROE STREET

Project I.D Numbers 65-15-DR01 & 65-15-SP19
March 12, 2015

_____
President of the City Council of the City of Huntsville, AL
Date: March 12, 2015

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
TRICE, P.C. CONSULTING ENGINEERS
FOR
ENGINEERING DESIGN SERVICES
FOR
FAGAN CREEK CULVERT EXTENSION AND STREETSCAPE IMPROVEMENTS AT WILLIAMS AVENUE AND MONROE STREET

Project I.D Numbers 65-15-DR01 & 65-15-SP19

THIS AGREEMENT made as of the 12th day of March in the year 2015, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and TRICE, P.C. CONSULTING ENGINEERS, (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 Fagan Creek Culvert Extension and Streetscape Improvements at Williams Avenue and Monroe Street, 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 Fagan Creek Culvert Extension and Streetscape Improvements at Williams Avenue and Monroe Street.

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 March 13, 2015. The final completion date for the completion of design services as outlined in Article 2 shall be December 7, 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 CEILING PRICE OF ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED THIRTY-THREE AND .25/100 DOLLARS ($167,933.25) 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 CEILING PRICE OF	$167,933.25
TOTAL CONTRACT AMOUNT:	**$167,933.25**

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

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

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2015.

_____
Notary Public

My commission expires_____

ENGINEER:
TRICE, P.C. CONSULTING ENGINEERS

BY: Jennifer Trice
Jennifer Trice

TITLE: President

ATTEST: Teresa Mills

Given under my hand this 24th day

Of February, 2015.

Mary Ann Hollingsworth
Notary Public

My commission expires 3/28/15

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated February 16, 2015, from Jennifer Trice to Kathy Martin and attachments).

TRICE, P.C.
CONSULTING ENGINEERS

February 16, 2015 Rev February 20, 2015

Ms. Kathy Martin, PE
City Engineer
City of Huntsville
301 Fountain Row
Huntsville, AL 35801

RE: Engineering Services Proposal for Fagan Creek Culvert Extension and Streetscape Improvements at Williams Avenue and Monroe Street, Downtown Huntsville, AL

Dear Ms. Martin:

Trice, P.C. (TPC) is pleased to provide our professional services for the proposed Fagan Creek culvert extension and streetscape improvements at Williams Avenue and Monroe Street in downtown Huntsville, Alabama. The proposed improvements include an approximate 750 linear foot extension of the existing Fagan Creek concrete box culvert and streetscape improvements to Williams Avenue and Monroe Street.

TPC will provide the design and the construction documents package for the proposed improvements for use in bidding and construction. See *Exhibit A* for the Project Limits of the proposed Fagan Creek Culvert Extension and *Exhibit B* for the Project Limits of the Streetscape Improvements. The following summarizes the proposed improvements:

Fagan Creek Culvert Extension

- Demolition of the existing concrete lined open channel for approximately 750 feet from the downstream end of the channel (approximately 300 feet east of Monroe Street) to the proposed Harvard Road channel crossing (designed by others)
- Construct a poured-in-place concrete box culvert (4-barrel, 14'x12') over the existing channel for approximately 750 linear feet to tie to the proposed Harvard Road channel crossing
- Construct storm drain system to tie existing surrounding drainage to the proposed concrete box culvert
- Grade site over box culvert to match surrounding area and to provide a stable foundation for future linear park
- Relocate existing utilities effected by box culvert construction

Streetscape Improvements along Williams Avenue and Monroe Street

- Construct streetscape improvements along the east Right-of-Way margin of Monroe Street from the proposed Davis Circle extension to the intersection with Williams Avenue
- Construct streetscape improvements along the north and south Margins of Williams Avenue from the intersection with Monroe Street to the proposed intersection at Harvard Road
- Construct Williams Avenue roadway improvements with on-street parking as directed by COH from the intersection with Monroe Street to the proposed intersection at Harvard Road
- Proposed streetscape improvements to include decorative sidewalks, landscape areas, irrigation, handicap ramps, sidewalk lighting, and street furnishings (trash containers and benches)

An experienced design team with a long standing working relationship with each other and with experience on other downtown Huntsville projects will collaborate to provide the design and construction documents for the above described improvements. The project design team is as follows:

Project Design Team

Project Design Element	Professional Consultant	Sampling of Downtown Huntsville Experience
Consultant Project Management	Trice, PC Consulting Engineers (TPC)	◆Williams Avenue Realignment, Client COH* ◆Monroe Street Improvements, Client COH* ◆Heart of Huntsville Drive Improvements and Bridge, Client COH* ◆Woodson Drive, Clinton Avenue, and Heart of Huntsville Drive Intersection Improvements, Client COH* ◆City Centre Site Design (current project), CRS City Centre, LLC
Civil Engineering Design	Trice, PC Consulting Engineers	◆Fagan Creek Box Culvert Phase 1, Client COH* ◆Williams Avenue Realignment, Client COH* ◆Monroe Street Improvements, Client COH* ◆Heart of Huntsville Drive Improvements and Bridge, Client COH* ◆Woodson Drive, Clinton Avenue, and Heart of Huntsville Drive Intersection Improvements, Client COH* ◆Embassy Suites Site Plan, Client Embassy Suites* ◆City Centre Site Design (current project), Client CRS City Centre, LLC
Structural Design	AMEC Environmental and Infrastructure, Inc. (AMEC)	◆Pinhook Creek Flood Study, Client COH ◆Fagan Creek Box Culvert Phase 1, Client CS**
Landscape, Hardscape, and Irrigation Design	CMH Architects, Inc.	◆City Centre Site Design (current project), Client CRS City Centre, LLC
Geotechnical Engineering	Geo-Solutions, LLP	◆Fagan Creek Box Culvert Phase 1, Client CS** ◆Williams Avenue Realignment, Client CS** ◆Monroe Street Improvements, Client CS** ◆Heart of Huntsville Drive Improvements and Bridge, Client CS** ◆Woodson Drive, Clinton Avenue, and Heart of Huntsville Drive Intersection Improvements, Client CS** ◆City Centre Site Design (current project), Client CRS City Centre, LLC

* Project management and/or design services by J. Trice, TPC Principal Engineer, while a Partner at Civil Solutions, LLP (CS)
** Design services provided as a sub-consultant to Civil Solutions, LLP whose Client was COH

SCOPE OF WORK

Task 1: Surveying Services

TPC will sub-contract with J.W. Kennedy Surveying, Inc. to provide a boundary and topographic survey for the proposed improvements. See *Attachment A* for J.W. Kennedy Surveying, Inc.'s proposal letter with detailed scope of services.

Task 2: Design and Construction Documents

The project team will provide the design and construction documents package for the above described proposed improvements. Design and construction documents will be submitted to the COH Engineering and Planning Departments for standard project reviews and approval. Due to construction timeframes, TPC recommends releasing 2 packages for the above described work. Package A will include Fagan Creek Culvert Extension and Package B will include the roadway improvements to Williams Avenue and streetscape improvements to both Williams Avenue and Monroe Street. The following lists anticipated plan sheets:

Anticipated Plan Sheets

Sheet	Estimated No. of Sheets Package A	Estimated No. of Sheets Package B
Title Sheet	1	1
Index to Sheets	1	1
Civil General Notes	1	1
Plans Legend	1	1
Project Control Plan	1	1
Demolition Plan	2	1

Typical Street Section		1
Williams Avenue Layout and Paving Plan		1
Monroe Street Layout Plan		2
Streetscape Grading and Drainage Plan		3
Culvert Area Grading and Drainage Plan	3	
Erosion and Sediment Control Plan	3	3
Williams Avenue Striping Plan		1
Traffic Control Plan		3
Culvert Area Utility Relocation Plan	3	
Streetscape Utility Relocation Plan		3
Civil Construction Details	3	3
Structural General Notes	1	
Structural Layout	1	
Structural Profile	1	
Structural Construction Details	2	
Architectural General Notes		1
Streetscape Hardscape Plan		6
Streetscape Landscape Plan		6
Hardscape and Landscape Details		4
Streetscape Irrigation Plan		6
Irrigation Details		1
Streetscape Pedestrian Site Lighting Plan		6
Pedestrian Site Lighting Plan Details		2
Estimated Total	**24**	**58**

Sub-consultant's detailed scope of work is provided in their respective proposals. See *Attachment B* for AMEC's proposal and *Attachment C* for CMH Architects, Inc.'s proposal. Design fees include the following project management services associated with the design and development of the construction documents:

- Coordination with COH Engineering and Planning Departments during design
- Coordination with Huntsville Utilities (HU) during design
- Coordinate with consultant providing CLOMR/LOMR for project
- Attend project kickoff meeting and 30%, 60%, and 90% design review meetings
- Provide an Engineer's Opinion of Probable Construction Cost
- Attend pre-bid meeting and provide assistance during bidding process

It is our understanding that the COH has contracted with another consultant to provide the hydraulic design and prepare the CLOMR/LOMR submissions for FEMA in associated with the proposed culvert extension. TPC will require COH to provide the hydraulic calculations, culvert sizing design, and water flow pressures for the culverts structural analysis and for the design of special details.

TPC will sub-contract with Geo-Solutions, LLP (GS) to provide the geotechnical testing services for the culvert extension only, no geotechnical provisions are made for the streetscape portion of the project. Please see *Attachment D* for GS's proposal and detailed scope of services.

TPC will prepare one application for the ADEM NPDES NOI general construction permit for both the culvert extension and the streetscape packages. COH is responsible for submission fees. ADEM requires routine monitoring of the permit, at least once a month and after every 3/4" rainfall within a 24 hour period, or greater. It is anticipated that COH will provide the permit monitoring. If request, TPC can provide these surveys under a separate agreement.

TPC will prepare and submit an application to request the modification of the existing 2005 stream relocation permit for Fagan Creek (Permit No. 2003-01212). Permit modification request will include the approximate 750 linear foot culvert extension being designed as a part of this project and the approximate 200 linear foot culvert extension that is part of the Harvard Road project, currently under construction. Services exclude additional environmental or historical studies that may be required in association with permit modification. If additional studies, a re-issue of a previous study, or a new permit is required, services can be provided under a separate agreement. USACE does not anticipate additional studies being required at this time, but cannot rule it out until modification request has been submitted and reviewed by all internal departments.

Reimbursable Expenses

The following reimbursable expenses are included in the fee schedule below at a rate of cost plus 5%. TPC has tabulated the following list of anticipated reimbursable expenses:

Anticipated Reimbursable Expenses

Item	Anticipated Cost	5% Markup	Extended Cost
Hardcopies of Plans and Reports	$1,348.56	$67.43	$1,415.99
Overnight Postage	$15.00	$0.75	$15.75
		TOTAL	**$ 1,431.74**

FEE SCHEDULE

TPC will provide the above described scope of work and services according to the following fee schedule:

Fee Schedule

Task	Description	Fee	Comments	Deliverables
Task 1	Surveying Services	$13,248.75	◆ Sub-consultant: J.W. Kennedy Surveying ◆ Sub-consultant fee + 5%	◆ Final: digital copy
Task 2-A	Package A - Design and Construction Documents Culvert Extension	$93,740.10	◆ Fee includes civil and structural design and geo-technical testing	◆ Review: 2 hardcopies per review period ◆ Final: 2 hardcopies and 1 digital
Task 2-B	Package B - Design and Construction Documents Roadway and Streetscape Improvements	$60,944.40	◆ Fee includes civil, architectural, and electrical design	◆ Review: 2 hardcopies per review period ◆ Final: 2 hardcopies and 1 digital
	Total	**$ 167,933.25**		

See *Exhibit C* for COH Engineering Department's Man-Day Estimate for civil engineering design services. Services outside the above described scope can be provided on a Time and Materials (T&M) basis compensated as shown in the hourly rate schedule. The above fee structure is valid for 90 days from the date of the proposal letter.

HOURLY RATE SCHEDULE

Project Engineer	$ 150.00 per hour
Civil Designer/CADD/CA	$ 75.00 per hour
Administration/Clerical	$ 65.00 per hour

PROJECT SCHEDULE

The construction schedule for the culvert extension and the streetscape improvements are critical to the COH's plans for the old Holiday Inn site on Williams Avenue and Monroe Street. Proposed development plans call for the site's construction completion by July 2016. All members of the design team have made a commitment to expedite the culvert extension design. The above described scope of work will be presented in 2 packages in order to expedite the construction of the culvert. Package A, Fagan Creek Culvert Extension, will be bid ready by May 2015 if design notice to proceed is given by March 1, 2015. Package B, Streetscape Improvements at Williams Avenue and Monroe, will be bid ready by December 2015.

EXCLUSIONS

The following services are excluded from the scope of work. Additional services that may be required can be provided as requested under separate agreement:

- ◆ Surveying services outside the attached detailed scope that may include, but not limited to, topographic survey outside defined survey area, platting, and construction staking
- ◆ Off-site utility extensions
- ◆ Culvert hydrologic and hydraulic design, flood studies or other FEMA related applications, i.e., CLOMR, LOMR, etc.
- ◆ Environmental investigations, design, or testing
- ◆ ADEM Construction Best Management Practices Plan (CBMPP), it is not anticipated that ADEM will require the CBMPP since Dry Creek is not on ADEM's priority construction site list, if required, TPC can provide CBMPP under separate agreement

◆ Permitting, application, or impact fees not specifically detailed above
◆ Construction administration services during construction
◆ Major revisions to plans due to changes in scope or required by un-known conditions, or at the request of the Client or Contractor

TERMS

• PAYMENT: Professional services are invoiced monthly based on progress and payment is due within 15 days unless special arrangements are made. Work is temporarily ceased when unpaid invoices exceed 30 days.
•TERMINATION: The obligation to provide services under this agreement may be terminated without cause by either party upon ten (10) days written notice. Upon termination by either Client or TPC, Client shall pay TPC for any services performed to date to include all reimbursable expenses made on their behalf.
• REUSE OF DOCUMENTS: All documents to include drawings and specifications prepared by TPC pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or Others on extensions of the Project or other period. Any reuse without written verification or adaptation by TPC for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to TPC. Client shall also indemnify and hold harmless TPC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle TPC to further compensation at rates to be agreed upon by Client and TPC.
• ACCESS TO SITE AND JOBSITE SAFETY: TPC and their sub-consultants will have access to the site for activities necessary for the performance of the described services. Client understands that TPC is not responsible in any way, for the means, methods, procedures, techniques, scheduling of construction, or jobsite safety. TPC will not be responsible for any losses or injuries that occur at the Project site.
• INDEMNIFICATIONS: If a claim is brought against either Client or TPC by a third party relating in whole or in part of the negligence of the Client or TPC, each party shall indemnify the other against loss or judgment, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence.
• RISK ALLOCATION: In recognition of the relative risks, reward and benefits of the project both Client and TPC, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, TPC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or fifty thousand ($50,000.00) dollars, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
• DISPUTE RESOLUTION: It is agreed by both parties that all unsettled claims, counterclaims, disputed or other matters in question arising out of or related to this agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
• OPINIONS OF CONSTRUCTION COST: An Opinion of Probable Construction Cost prepared by TPC represents TPC's judgment as a design professional and is supplied for general guidance for Client. Since TPC has no control over the construction marketplace, TPC does not guarantee the accuracy of such opinions as compared to contractor's bids or actual cost to Client.
• GOVERNING LAW: Unless otherwise specified within this agreement, this Agreement shall be governed by the Law of the State of Alabama.

CLOSING

Based on preliminary analysis, the construction budget for the concrete culvert extension is estimated at $2.6 million. For planning purposes, we are assuming a budget of $400,000 for the streetscape and roadway improvements for a total preliminary construction budget of $3.0 million.

TPC will provide the detailed scope of professional services per the fee schedule above for the proposed COH improvements. If you have any questions or comments regarding the scope of services, fee schedules, or terms of this agreement, please do not hesitate to contact us so we can assist in resolving any concerns or questions. We are excited to work with you on this important project to COH's downtown district.

Sincerely,
TRICE, P.C.
Consulting Engineers

Jennifer R. Trice

Jennifer R. Trice, PE
President

LIST OF EXHIBITS

Exhibit A	Project Limits for Fagan Creek Culvert Extension (Bid Package A)
Exhibit B	Project Limits for Streetscape Improvements at Williams Avenue and Monroe Street
Exhibit C	Project Man-day Estimate

LIST OF ATTACHMENTS

Attachment A	Survey Sub-consultant Proposal – J.W. Kennedy Surveys, Inc.
Attachment B	Structural Engineering Sub-consultant Proposal – AMEC Environment and Infrastructure, Inc.
Attachment C	Architectural Sub-consultant Proposal – CMH Architects, Inc.
Attachment D	Geotechnical Engineering Sub-consultant Proposal – Geo-Solutions, LLP

EXHIBIT A - PROJECT LIMITS FAGAN CREEK CULVERT EXTENSION

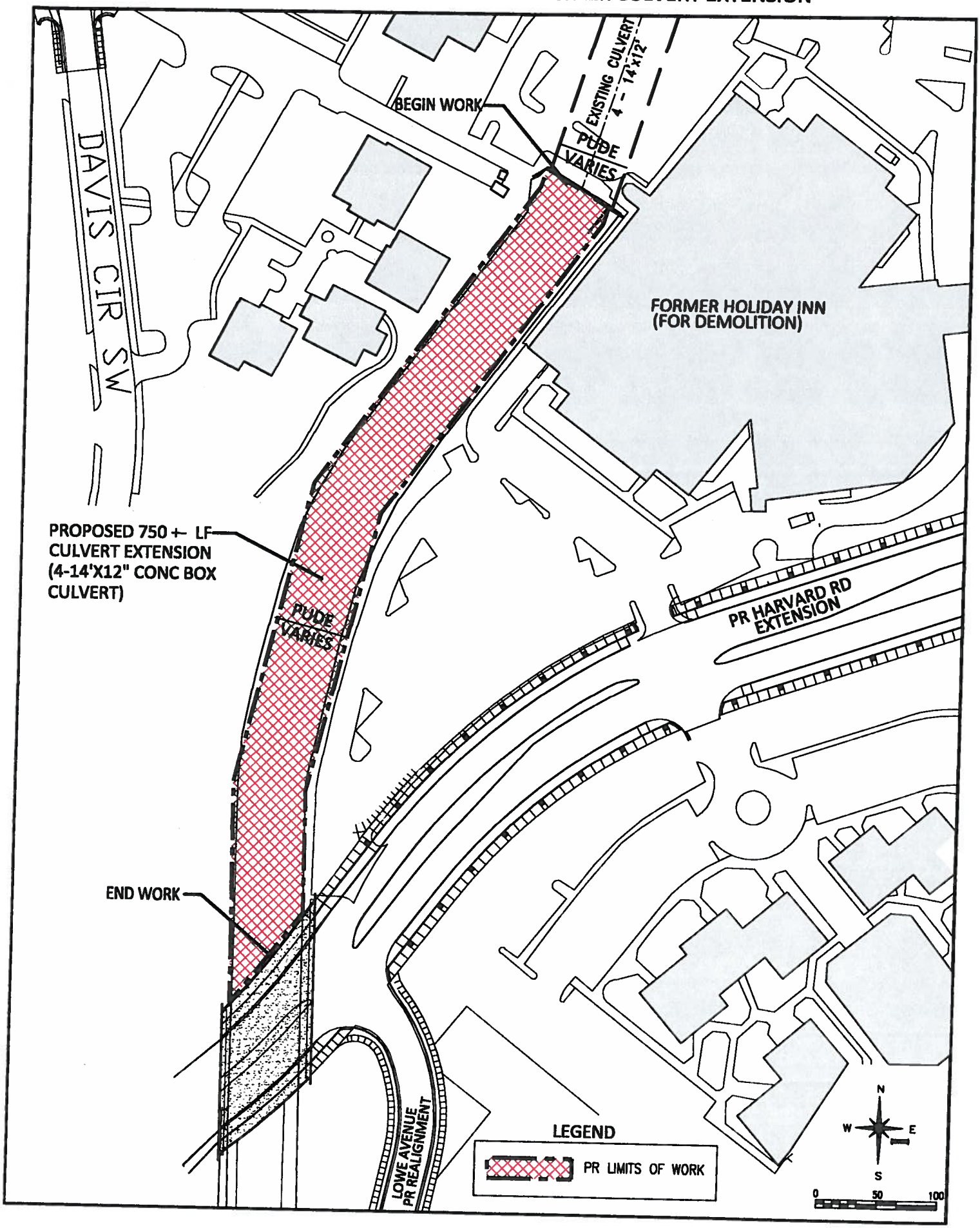

EXHIBIT B - STREETSCAPE PROJECT LIMITS

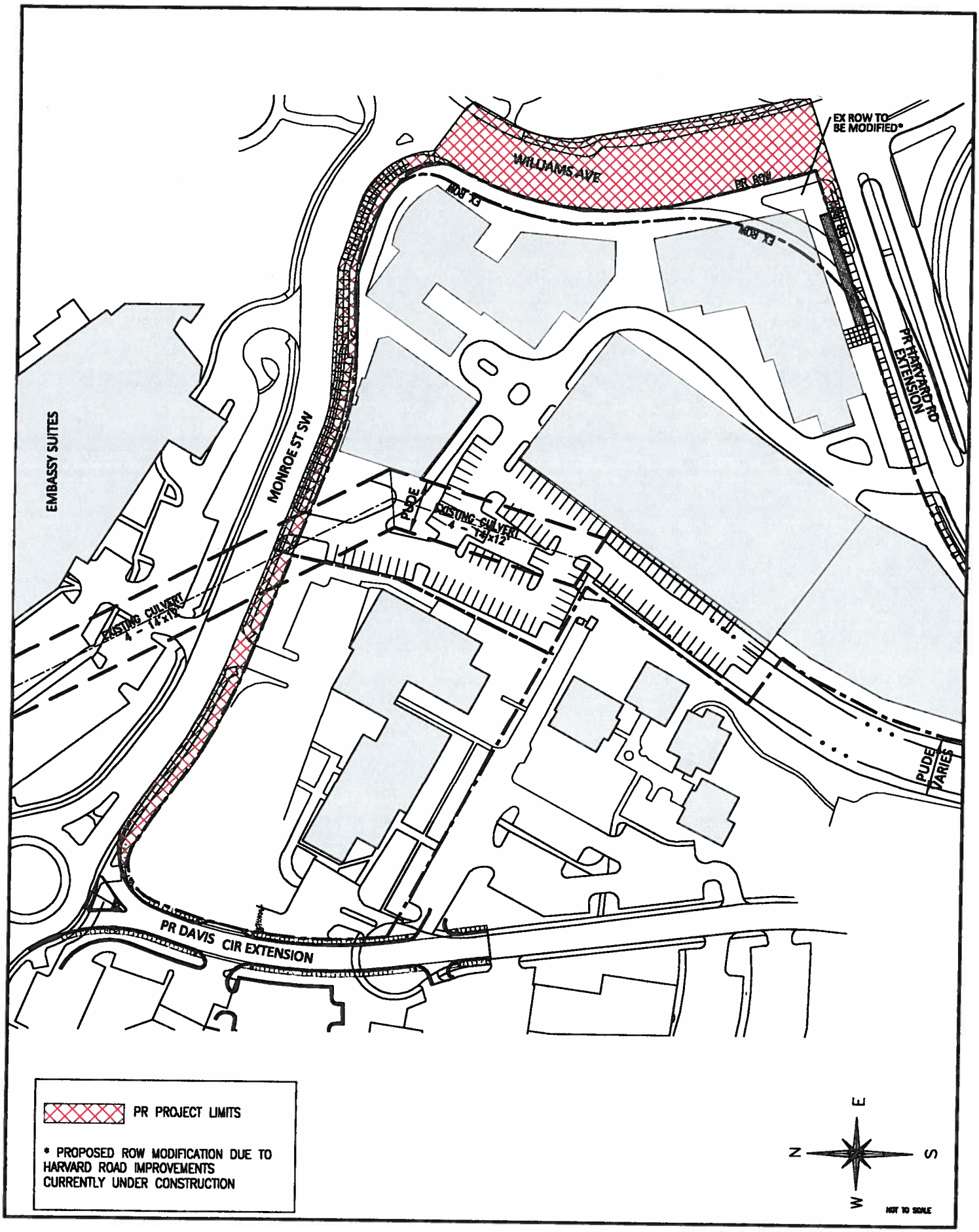

EXHIBIT C

Project Man-Day Estimate

2/20/2015 **City of Huntsville Engineering Division** 12:37 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	$0.00	$0.00	$0.00
Field Surveys	$13,248.75	$0.00	$13,248.75
Preliminary Roadway Plans	$0.00	$0.00	$0.00
Preliminary Bridge Plans	$0.00	$0.00	$0.00
Right-of-Way Map, Tract Sketches and Deeds	$0.00	$0.00	$0.00
Roadway Plans	$59,883.00	$1,061.40	$60,944.40
Bridge Plans	$0.00	$0.00	$0.00
Drainage Plans	$93,255.00	$485.10	$93,740.10
Sanitary Sewer Plans	$0.00	$0.00	$0.00
Environmental	$0.00	$0.00	$0.00
GRAND TOTAL FEE			**$167,933**

LABOR RATES	Effective Time Period	
Classification	**Hourly Rate**	**Assigned Personnel**
Project Engineer	$150.00	Jennifer Trice, PE
Environmental Scientist		
Design Engineer		
Engineer Tech. / CADD		
Clerical	$65.00	Betty Haynes
PLS		
Survey Crew		

Signed Jennifer R Trice Date 2/20/15

President
Position/Title

HUNTSVILLE
The Star of Alabama

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

Fee Proposal (Field Survey)

PERSONNEL COST

	Man-days	Daily Rate @ 8hrs/day		
Project Engineer	1.00	$ 1,200.00	$	1,200.00
PLS	0.00	$ -	$	-
Survey Crew	0.00	$ -	$	-
Engineer Tech. / CADD	0.00	$ -	$	-
Clerical	0.00	$ 520.00	$	-
		Sub-Total	$	**1,200.00**

SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
Kennedy Land Surveying	$	9,975.00
Kennedy Land Surveying -Additional OffSite Topo	$	1,500.00
	$	-
	$	-
	$	-
	$	-
Subconsultant Administration Expense (5%)	$	573.75
Sub-Total	$	**12,048.75**
TOTAL LABOR	$	**13,248.75**

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

ROADWAY PLANS

SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	1.00	0.15	0.15	0.00	0.00	0.00	0.00
INDEX SHEET	1.00	0.25	0.25	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	1.00	0.50	0.50	0.00	0.00	0.00	0.00
PLANS LEGEND	1.00	0.15	0.15	0.00	0.00	0.00	0.00
TYPICAL SECTIONS							
Main Roadway	1.00	1.25	1.25	0.00	0.00	0.00	0.00
Cross Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY BOX SHEETS							
Roadway Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Guardrail	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ditch Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
PLAN & PROFILE							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading and Drainage Plan	3.00	0.75	2.25	0.00	0.00	0.00	0.00
PAVING LAYOUT							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Layout Plan	3.00	0.75	2.25	0.00	0.00	0.00	0.00
INTERCHANGES							
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Sequence of Construction	0.50	0.25	0.13	0.00	0.00	0.00	0.00
Summary & notes	0.50	0.25	0.13	0.00	0.00	0.00	0.00
Typical Section Sketches	0.50	0.25	0.13	0.00	0.00	0.00	0.00
Signing Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STRIPING & SIGNING							
Signing, Striping & Pavement Markers Layout	1.00	0.50	0.50	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION							
Signal Layout (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Sheets	3.00	1.50	4.50	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS							
Pipe&Culvert X-Sect./Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Storm Profile	1.00	0.50	0.50	0.00	0.00	0.00	0.00
Civil Details	3.00	0.25	0.75	0.00	0.00	0.00	0.00
LIGHTING							
Plan Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL							

ROADWAY PLANS		ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
SHEET TITLE	# OF SHEETS	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Erosion Control Layout	3.00	0.25	0.75	0.00	0.00	0.00	0.00
Erosion Control Details	1.00	0.15	0.15	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	24.50		14.34		0.00		0.00
REVIEW MEETINGS							
Design Criteria/Kickoff			0.25		0.00		0.00
30% Review			0.50		0.00		0.00
60% Review			0.75		0.00		0.00
90% Review			0.50		0.00		0.00
Stormwater Permits			0.00		0.00		0.00
Drainage Report			0.00		0.00		0.00
Cost Estimates			0.50		0.00		0.00
Design Hearing			0.00		0.00		0.00
Additional Roadway Widening Analysis			3.75		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
SUB-TOTAL			6.25		0.00		0.00
TOTAL MAN-DAYS			**20.59**		**0.00**		**0.00**

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

Fee Proposal (Roadway Plans)

PERSONNEL COST

	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	20.59	$ 1,200.00	$ 24,708.00
Design Engineer	0.00	$ -	$ -
Engineer Tech. / CADD	0.00	$ -	$ -
Clerical	0.00	$ 520.00	$ -
		Sub-Total	**$ 24,708.00**

SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)

CMH Architects	$ 33,500.00
	$ -
	$ -
Subconsultant Administration Expense (5%)	$ 1,675.00
Sub-Total	**$ 35,175.00**
TOTAL LABOR	**$ 59,883.00**

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

Out-of-pocket Expenses (Roadway Plans)

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
Plan Set, Arch D Size	6	58	348	$ 2.00	$ 696.00
Plan Set, Tabloid	6	58	348	$ 1.05	$ 365.40
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction C	**$ 1,061.40**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses **$ 1,061.40**

Comments:

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Exte
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

DRAINAGE PLANS

SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
TITLE SHEET	1.00	0.50	0.50	0.00	0.00	0.00	0.00
INDEX SHEET	1.00	1.00	1.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET	1.00	2.00	2.00	0.00	0.00	0.00	0.00
PLANS LEGEND	1.00	0.50	0.50	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE							
Plan & Profile	5.00	4.00	20.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Traffic Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Locations	3.00	2.00	6.00	0.00	0.00	0.00	0.00
DRAINAGE REPORT							
Drainage Map	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drainage Profiles (with Hydraulic Grade Lines)	1.00	3.00	3.00	0.00	0.00	0.00	0.00
USACE Permit Modification	1.00	8.00	8.00	0.00	0.00	0.00	0.00
EROSION CONTROL							
Erosion Control Layout	1.00	2.00	2.00	0.00	0.00	0.00	0.00
Erosion Control Details	1.00	0.50	0.50	0.00	0.00	0.00	0.00
DETAILS							
Detail Sheets	3.00	1.00	3.00	0.00	0.00	0.00	0.00
Exhibits and Descriptions	1.00	9.50	9.50	0.00	0.00	0.00	0.00
CROSS SECTIONS							
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	20.00		56.00		0.00		0.00
REVIEW COMMENTS							
30% Review			0.50		0.00		0.00
60% Review			0.50		0.00		0.00
90% Review			0.75		0.00		0.00
Stormwater Permits			1.00		0.00		0.00
Cost Estimates			4.00		0.00		0.00
Design Hearing			0.00		0.00		0.00
SUB-TOTAL			6.75		0.00		0.00
TOTALS			**62.75**		**0.00**		**0.00**

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

Out-of-pocket Expenses (Drainage Plans)

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
Plan Set, Arch D Size	6	22	132	$ 2.00	$ 264.00
Plan Set, Arch Tabloid	6	22	132	$ 1.05	$ 138.60
USACE Permit Application	3	50	150	$ 0.45	$ 67.50
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction C		$ 470.10

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
Overnight Permit Submissions (USACE)	$ 15.00

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expen:	$ 485.10

Comments:

2/20/2015 **City of Huntsville Engineering Division** 12:36 PM

Project No.	
Project Name	Fagen Creek Culvert Extension and Williams Ave/Monroe St Streetscape
Description	Culvert Extension from 300' east of Monroe to Harvard Road
Scope of Work	.
Project Length	2400+- LF
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	Trice, PC

Fee Proposal (Drainage Plans)

PERSONNEL COST	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	62.75	$ 1,200.00	$ 75,300.00
Design Engineer	0.00	$ -	$ -
Engineer Tech. / CADD	0.00	$ -	$ -
Clerical	0.00	$ 520.00	$ -
		Sub-Total	**$ 75,300.00**

SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)	
AMEC Environment and Infrastructure, Inc.	$ 12,600.00
Geo-Solutions, LLC	$ 4,500.00
Subconsultant Administration Expense (5%)	$ 855.00
Sub-Total	**$ 17,955.00**
TOTAL LABOR	**$ 93,255.00**

J.W. Kennedy
Land Surveyor
2753-A Huntsville Highway, Fayetteville, Tennessee, 37334
931-205-6770

Ms. Jennifer Trice.
Trice, P.C. Consulting Engineers
4800 Whitesburg Drive, Suite 30-264
Huntsville, AL 35802

February 11, 2015
RE: Proposal for providing Surveying Services City Centre, Huntsville, AL.

Dear Ms Trice,

J.W. Kennedy, LS is pleased to present this proposal to provide surveying services and field work for the above noted project. All work will be performed in accordance the current requirements of the Standards of Practice for Professional Land Surveying in the State of Alabama.

Scope of Work:

1. Perform topographic survey of existing structures; grades; above and below grade utilities (as located by Alabama one call); existing up-stream culvert headwall; top, toe, and invert of existing concrete drainage ditch from existing up-stream end of culvert to 50 feet upstream of proposed Harvard Road crossing; and area surrounding ditch within 30' of existing ditch top of bank from existing up-stream end of culvert to 50 feet upstream of proposed Harvard Road crossing.
2. Tie to existing downtown projects' and Harvard Road Improvements' control points and set 2 horizontal/vertical control points to use during construction.
3. Establish the boundary of the old Holiday Inn parcel and the Williams/Scruggs Center parcel and provide parcel map and lease line legal descriptions. Includes research of existing rights-of-way and incorporation of proposed right-of-way acquisition of Harvard Road and Davis Circle extensions to both parcels.
4. Verify existing as-built survey and provide limited additional survey of Monroe Street & Williams Street to the extents required for proposed improvements. Incorporate into base map for use in proposed roadway improvements.
5. Provide tract maps and legal descriptions as required for changes to existing right-of-way, permanent drainage and utility easements, and temporary construction easements.
6. Provide mapping of off-site topographic survey and right of way

The fees for performing the above described services shall be based on the following hourly estimate:

Task	Estimated Hours PLS ($110/HR)	Estimated Hours 2-3 Man Crew ($115/HR	Estimated Hours CADD ($75/HR)	Extended Total
1	3	16	20	$3,670
2	2	5		$ 795
3	4	8	12	$2,560
4	2	8	10	$1,720
5	3		12	$1,230
6			20	$1500
Totals	**14**	**47**	**78**	**$11,475**

Fee schedule reflects incorporating the above described boundary and topographic surveys into a master drawing that includes existing improvements at Monroe Street and Williams Avenue and proposed improvements to Davis Circle and Harvard Road. Master drawing will be used during the engineering design portion of the project.

Thank you for this opportunity to be of service. If you have any questions or need any additional information please contact me at 931-205-6770 or kennedysurvey@gmail.com.

Sincerely,

J.W. Kennedy

ATTACHMENT B

February 20, 2015

Ms. Jennifer Trice, PE
Trice, P.C. Consulting Engineers
4800 Whitesburg Drive Suite 30-264
Huntsville, AL 35802

Re: **Fagan Creek Culvert Extension**
Box Culvert Design
Amec Foster Wheeler Proposal Number NSHWR14106

Amec Foster Wheeler Environment & Infrastructure, Inc. proposes the attached scope of services to Trice, P.C. Consulting Engineers to perform the structural design for a proposed box culvert that will encapsulate an approximately 900 linear foot section of Fagan Creek from approximately 360 feet upstream of Monroe Street SW to just downstream of the planned extension of Harvard Road SW. The proposal includes a detailed scope of services, list of deliverables, fixed fee estimate, and terms and conditions. This proposal is valid for 90 days.

Thank you for this opportunity to assist Trice, P.C. Consulting Engineers with its stormwater management needs. If you have any questions, please call me at 615-333-0630.

Sincerely,

Patrick Dobbs, PE
Project Manager

Bradley Heilwagen, PE, CFM
Branch Manager

Proposal for Fagan Creek Culvert Extension

Introduction

Amec Foster Wheeler Environment and Infrastructure, Inc. (Amec Foster Wheeler) proposes the following scope of services to Trice, P.C. Consulting Engineers (Client) to perform the structural design for a proposed box culvert that will encapsulate an approximately 900 linear foot (lf) section of Fagan Creek from approximately 360 feet upstream of Monroe Street SW to just downstream of the planned extension of Harvard Road SW. The following image shows the approximate area of the proposed culvert.

Scope of Services

The Client will provide the digital files for the Geotechnical Report and a recent topographical survey for this 900 lf section of Fagan Creek. Client will provide design plans for the project area, and upon construction Client will provide as-built plans. Client will provide hydraulic calculations for culvert sizing, possibly performed by Amec Foster Wheeler as proposed separately on November 4, 2014.

The following services are proposed:

1. Design of a reinforced concrete box culvert (approximately 900 lf). We have assumed the proposed box culvert will be modeled from existing ALDOT standard details. It is also assumed that the design will not

Amec Foster Wheeler Environment & Infrastructure, Inc.
3800 Ezell Road, Suite 100
Nashville, TN 37211
Telephone 615-333-0630
Fax 615-781-0655

www.amecfw.com

be influenced by foundation loads imposed by the proposed adjacent residential development, including proposed garage structure.

2. Design for transition and connections to existing upstream and downstream structures.
3. Design for box culvert penetrations necessary to capture area surface runoff and existing storm infrastructure.
4. One (1) total visit to the project site/City of Huntsville by Amec Foster Wheeler representatives, each visit shall include up to two (2) professionals, for project pre-bid meeting.
5. Construction Bid Quantities
6. Letter to the City of Huntsville (Owner), which will outline new construction and design restrictions in the adjacent to the box culvert, specifically in the vicinity of the proposed residential development, including proposed garage structure.

Exclusions

The proposed scope of services does not include the items listed below, rather it is our understanding that these items will be performed by others, and provided to Amec Foster Wheeler, as needed, for the box culvert design.

1. Topographical survey
2. Geotechnical report
3. All Federal, State and Local permits and submittals required for the construction of the box culvert
4. Erosion and sediment control plans
5. Utility coordination and submittals, additionally proposed fee does not include any costs associated with design modifications required by existing utilities within limits of disturbance of proposed box culvert construction.
6. Stand-alone technical specifications, the general notes will reference ALDOT specifications for items of construction, to include aggregate bedding and backfill, concrete, and steel reinforcement.
7. Construction Monitoring

Deliverables

Amec Foster Wheeler will prepare design drawings, in AutoCAD format, that will include the following plan sheets:

- Cover Sheet
- Structural General Notes & Quantity Bid Tab
- Proposed Box Culvert Layout (Plan View)
- Proposed Box Culvert Profile
- Structural Details (two sheets)

Additionally, Amec Foster Wheeler will draft a letter to the Owner outlining design and new construction restrictions adjacent to the box culvert.

Schedule

Amec Foster Wheeler will provide deliverables to Client within 30 days of receipt of Client provided files, plans, and calculations. Client will review deliverables, and Amec Foster Wheeler will provide final deliverables within 14 days of receipt of Client review.

Amec Foster Wheeler Environment & Infrastructure, Inc.
3800 Ezell Road, Suite 100
Nashville, TN 37211
Telephone 615-333-0630
Fax 615-781-0655

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Fee

The scope of services is limited to the specific items addressed herein. Amec Foster Wheeler proposes a fixed fee of $12,600.

Amec Foster Wheeler will begin work on the above scope of services upon receipt of a signed agreement.

Amec Foster Wheeler Environment & Infrastructure, Inc.
3800 Ezell Road, Suite 100
Nashville, TN 37211
Telephone 615-333-0630
Fax 615-781-0655

www.amecfw.com

ATTACHMENT C

CMH Architects, Inc.

February 5, 2015, REVISED February 9, 2015, **REVISED February 20, 2015**

Ms. Jennifer Trice
Trice Consulting
4800 Whitesburg Drive
Suite 30-264
Huntsville, AL 35802

VIA E-MAIL

RE: Right of Way Improvements at Williams Avenue and Monroe Street
Huntsville, AL
CMH No. 1198.70/G1

Dear Jennifer:

I am pleased to provide you with a proposal for services for the proposed Right of Way Improvements at the intersection of Williams Avenue and Monroe Street in Huntsville, AL as shown on attached partial site plan.

I. SCOPE OF WORK

Design and documentation of hardscape areas between property line and back of street curbs at Williams Avenue and Monroe Street from Williams (on one side -south only) to the reconfigured Davis Circle roundabout. Note final layout at Williams to be determined by City of Huntsville. See attached partial site plan for extent of work.

CMH and/or its consultants to provide the following services:

- Design and documentation of sidewalk patterns, scoring, pavers stain, etc., landscape and irrigation within designated areas.
- Designation of locations for street furnishings – trash containers and benches
- Design and documentation of sidewalk lighting – pole fixtures – based on Harvard Road improvements. Note street lighting is not included in this scope.
- Coordination with City of Huntsville regarding all documented improvements in the scope and with adjoining improvements at Harvard Road.
- Coordination with adjoining proposed improvements within the Big Spring Square development.
- Circuiting of sidewalk lighting to City of Huntsville power/controls.
- Bid documents including specifications for above Scope of Work.
- Design of Irrigation system connected to City system and controls.
- Response to RFI's, etc. during the Bidding phase including attending a pre-bid meeting.
- No construction administration services are included in this proposal.

Above scope is based on the following:

- Civil documents will define the extent of the curbs, sidewalks and landscape areas including all grades, spot elevations, drainage, handicap ramps, dimensional layout, etc. in AutoCAD format for use by the Architect.
- City of Huntsville will provide final direction regarding the street, parking, curb and crosswalk locations at Williams Avenue for use by the Civil and Architectural team. Civil documents will define/document new curb, sidewalk and landscape areas based on City direction.

- City of Huntsville will provide direction regarding pedestrian connection points from the north side of Williams Avenue to Big Spring Park – Note scope of work is limited to area indicated on attached site diagram.
- City of Huntsville will provide survey drawings for the extent of the work area included in this scope of work.
- City of Huntsville will provide the Harvard Road, Davis Circle and Roundabout improvement construction documents for the teams use.
- This scope of work does not include retaining wall, steps/stairs – any walls, steps, etc. which are assumed to be located within the developer parcel.

II. BASIC ARCHITECTURAL / LANDCAPE ARCHITECTURE ENGINEERING FEES AND SERVICES

Basic Services include Architectural, Hardscape Design, Landscape/Irrigation Design, and Electrical Engineering for the scope as noted. The hardscape design includes all of the elements located in the sidewalk areas. The scope of the work would include detailing of paving patterns, light fixtures, planters, benches, decorative railings, and other appropriate street-style amenities.

Architectural, Landscape & Electrical Fees = $33,500 Lump Sum

Multiple Packages

Premium fee for multiple packages (packages issued at different times) – will be a fee of **$3,000 per additional package.**

Site Visits/Trips

Basic Services described in this proposal include the following:

- Architect	1 visit for Pre-Bid Meeting only
- Landscape	1 visit for Pre-Bid Meeting only
- Electrical	1 visit for Pre-Bid Meeting only
Total	3 visits

Additional Site Visits

Additional one-day site visits beyond those listed above will be billed per trip at $1,200 per trip per consultant plus reimbursable expenses.

III. SERVICES NOT INCLUDED

The fees noted above do not include the following services which can be provided and/or coordinated by CMH as follows:

A. *Traffic Engineering* – Not included.
B. *Water Feature Design/Engineering* – Not included.
C. *Selection/Procurement/Installation Detailing of Public Art Components* – Not included.
D. *Structural Design of Concrete Walks, Retaining Walls, Steps, etc.* – Not included.

We will provide you a proposal including any of the above services if you so desire.

IV. ASSUMPTIONS

The fees and services noted above assume the following:

February 5, 2015, **REVISED February 9, 2015**
Ms. Jennifer Trice
RE: Right of Way Improvements at Williams Avenue and Monroe Street
Huntsville, AL
CMH No. 1198.70/G1

A. Services are based on construction documents being issued as one substantially complete Construction Document Package. If issuing of a separate major construction package is required, there would be an additional fee as outlined above ("Multiple Packages").

B. To the best of our ability, the CMH team will identify current codes and ordinances applicable to this project, in effect at the time the documents are prepared; and communicate with those officials charged with enforcing the applicable codes and ordinances to identify and incorporate the requirements of those codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled or changed by code officials.

C. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month, consistent with the percentages for each design phase listed above. During construction, the Architect's invoices shall generally be issued to coincide with the Request for Payment Schedule as established. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at the prime rate + three percent (3%). Expenses for collection of unpaid invoices including legal costs will be paid by Owner. Billing will be based on the following breakdown:

Design	30%
Construction Documents	55%
Bidding/Negotiation	15%
TOTAL	100%

D. This proposal is based on our understanding of the Scope of Services as outlined above. If the scope of the project should change, the fee will be equitably adjusted.

E. The Architect and his consultants shall maintain professional license in Alabama as required for Services in connection with this project.

F. Architectural Services do not include expenses or services to provide for any soil testing or investigation; payment of permit application/endorsement fees; costs of boundary, topographic and as-built surveys; costs for preparation or presentation of documents in regard to variances or rezoning.

G. The Architect's services shall not be involved with any hazardous materials which might exist at the site. It is further understood that any such hazardous materials will be identified and abated as required by applicable laws and regulations through direct contract with the City.

H. This proposal is based on services commencing within 3 months from the date of this proposal. If the project is delayed beyond this schedule, fees would be subject to adjustment.

I. Any site visits provided by the Architect or our consultants are for general observation and not intended to include continuous or special inspections as may be required by IBC Chapter 17.

J. Typical reimbursable expenses include travel, printing and other normal reimbursable project expenses and will be invoiced at 1.1 times the actual amount.

February 5, 2015, **REVISED February 9, 2015**
Ms. Jennifer Trice
RE: Right of Way Improvements at Williams Avenue and Monroe Street
Huntsville, AL
CMH No. 1198.70/G1

K. Preparation for and/or attendance at zoning hearings, neighborhood presentations and other government-related meetings other than kick off with City meeting noted previously shall be billed hourly.

If this proposal is acceptable, please indicate your acceptance by executing below and returning an original to me for our records. We look forward to working with you on this important component of the Big Spring Square project.

Sincerely,
CMH Architects, Inc.

Michael R. Tillman, Executive Vice President
MT:kd

cc: Joan Parker

Attachment

Accepted: Trice, P.C.
ENTITY NAME

Signature: Jennifer R Trice

Printed Name: Jennifer R. Trice

Title: President

Date: 2/24/15

ATTACHMENT D

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

January 21, 2015

Trice, P.C.
4800 Whitesburg Drive, Suite 30-264
Huntsville, Alabama 35802

Attention: Ms. Jennifer Trice

Subject: Proposal for Geotechnical Evaluation
Fagan Creek Box Culvert Extension
Huntsville, Alabama
Proposal No.: G-15-011

Dear Ms. Trice:

We are pleased to submit a proposal for a geotechnical evaluation on the subject project. To aid in the preparation of this proposal we have reviewed the site layout plan provided to us and reviewed our previous work in the immediate site vicinity. This proposal presents scope of services for the evaluation requested and fee consideration complete the proposed services.

BACKGROUND/EXPERIENCE

The principals of GEO Solutions have been involved in multiple projects in the Big Spring Park/Downtown Huntsville area including the existing section of the Fagan Creek Box Culvert.

A few of our projects in the immediate site vicinity include:

- Big Spring Summit;
- Mark Smith Concert Hall Addition;
- Big Spring Infrastructure (Bridges);
- Colonial Bank Building;
- Maynard Cooper Building/Fountain Row;
- Unnamed Office Building (Monroe at Clinton);
- Huntsville Utilities Renovations; and
- Fagan Creek Box Culvert.

PROPOSED DEVELOPMENT/EXISTING CONDITIONS

The project will include an approximate 750 foot extension of the Fagan Creek Box Culvert. The extension will start at the end of the existing box culvert and extend toward Harvard Road. The existing culvert includes three barrels and is a reinforced concrete structure.

SCOPE OF SERVICES

Based on our understanding of the site the following services are proposed.

- Review of available geologic literature including published geologic maps and previous geotechnical reports.
- Subsurface exploration consisting of a total of 5 soil test borings along the culvert alignment. Borings will be drilled to a depth of 30 feet each. Borings will alternate on either side of the existing Fagan Creek Channel. Fagan Creek is currently a concrete lined ditch.

- Borings will be drilled to the proposed depth or auger refusal, whichever occurs first. Borings will include Standard Penetration Tests at selected intervals. Upon completion of drilling, the borings will be left open 24 hours, groundwater levels recorded and then backfilled with auger cuttings.
- Laboratory testing as necessary to include moisture content, plasticity and grain size characteristics.
- Compilation and analysis of the field and laboratory data.
- Preparation of a geotechnical report. This report will address the following:
  - Site preparation considerations and recommendations;
  - Anticipated excavation conditions including undercutting of poor soils and anticipated groundwater conditions;
  - Backfill recommendations including compaction criteria and fill material requirements;
  - A recommended foundation system including an allowable bearing capacity and anticipated total and differential settlement for a shallow conventional foundation system;
  - Design criteria for the proposed culvert; and
  - Other pertinent geotechnical considerations.

ESTIMATED FEE

Our fee for the services proposed will be on a lump sum basis. Based on the work proposed, we anticipate our fee will be $4,500.00. This fee is based on the site being totally accessible to our personnel and all borings being drilled under one drill rig mobilization.

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.

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, L.L.C.

William T. Kennard, P.E.
Partner

Attachment: 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) (include "doing business as", if applicable): Trice, PC
- City of Huntsville current taxpayer identification number (if available): 27808
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: AL 77-0601425
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: _____ Title (if applicable): President

Type or legibly write name: Jennifer R Trice Date: 4/2/12

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

TRICE, P.C.
CONSULTING ENGINEERS

Title	Base Rate
Professional Engineer	150.00/hour
Landscape Architect	$120.00/hour
Professional Land Surveyor	$110.00/hour
CADD	$75.00/hour
Civil Designer	$90.00/hour
Construction/Contract Administration	$90.00/hour
3-Man Field Crew	$115.00/hour
Administrative	$65.00/hour
Subconsultants and Reimbursables	Cost plus 5%
Large Format Copies	$2.00 per sheet

These rates to 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:	December 7, 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
J. W. Kennedy 2753-A Huntsville Highway Fayetteville, TN 37334	**Surveying Services**	$11,475.00
CMH Architects, Inc. 1800 International Park Drive Suite 300 Birmingham, AL 35243	**Right-of-Way Improvements**	$33,500.00
Geo Solutions, L.L.C. 7201 Opportunity Blvd Huntville, AL 35810	**Geotechnical Evaluation**	$4,500.00
Amec Foster Wheeler Environment & Infrastructure, Inc. 3800 Ezell Road, Suite 100 Nashville, TN 37211	**Structural Design**	$12,600.00
	SUB-TOTAL	$62,075.00
	5% Administrative Fee	$3,103.75
	TOTAL	$65,178.75

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:_____

CONSTRUCTION PLANS FOR

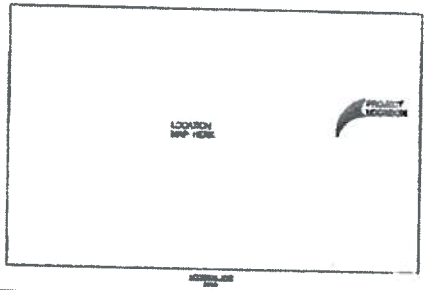
PROJECT NAME
PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT



HUNTSVILLE
The Star of Alabama

INDEX OF DRAWINGS

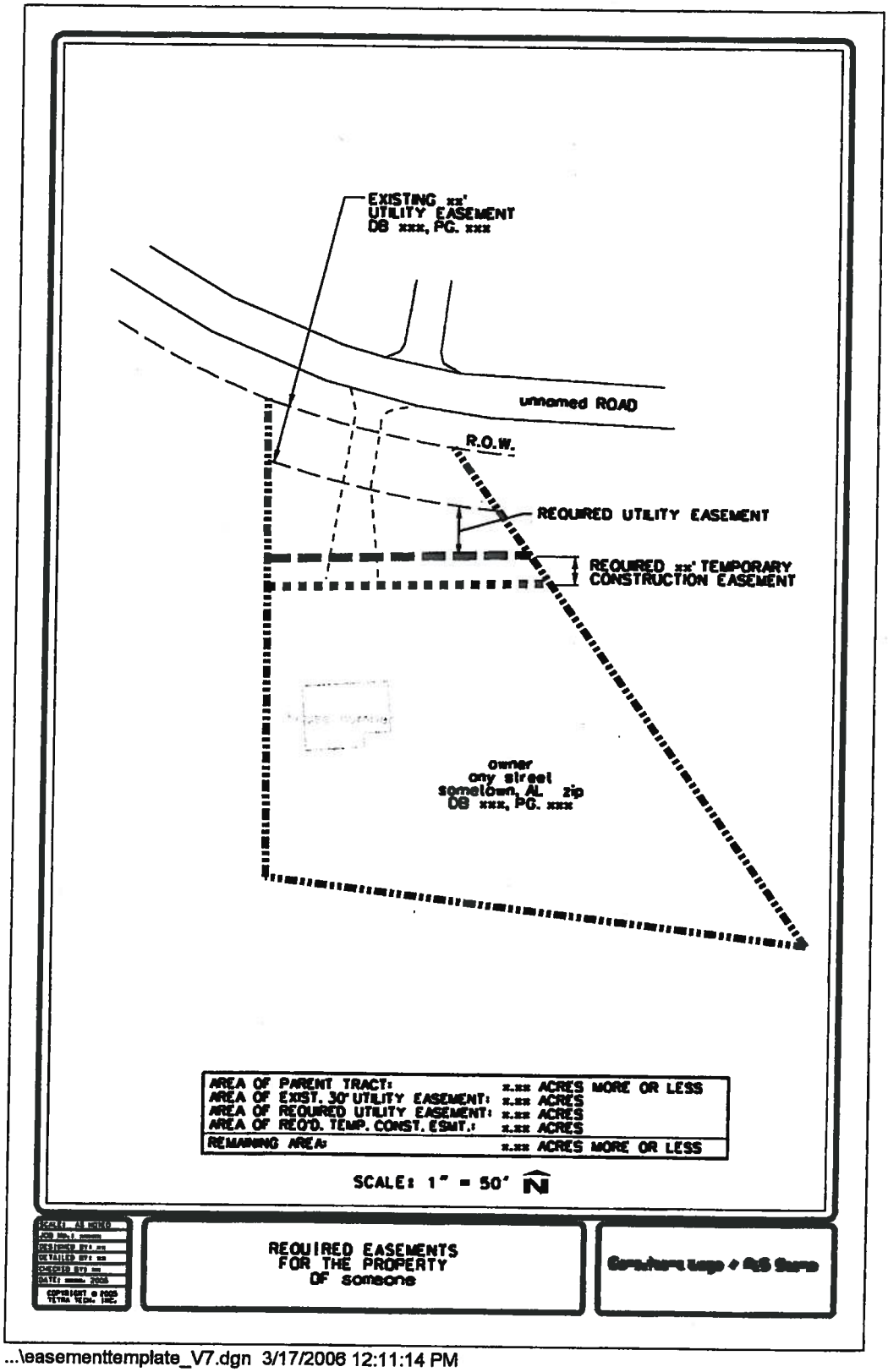
SHEET NO. TITLE

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

TITLE SHEET
PROJECT NAME AND INFORMATION
CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

ATTACHMENT 11

ATTACHMENT 12
SAMPLE



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

ATTACHMENT 13

United States National Map Accuracy Standards

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

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards *(SAMPLE)*

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg 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