

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jul 28, 2016

Action Requested By: Landscape Management

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and Land Design Solutions, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Land Design Solutions, Inc. for Landscape Architectural Design & Construction Administration Services for Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary, Project No. 71-16-SP46

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.

Landscape Architectural services contract for design services and construction observation for the Entrance Sign improvements to the Goldsmith Schiffman Wildlife Sanctuary. Design services in a Not to Exceed (NTE) Ceiling Price of \$5,000.00. C/A in a lump sum amount of \$16,188.00 for a Total Contract Amount of: \$21,188.00. Account No. 3020-52-00000-513010-PR8406XX-

Associated Cost: \$21,188.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *J. H. Muckee*
TMC

Date: 7-14-2016

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Landscape Management Council Meeting Date: 7/28/2016

Department Contact: Lameka Carter Phone # 256-427-5304

Contract or Agreement: Construction Admin Services

Document Name: Land Design-Goldsmith Schiffman Wildlife Sanctuary-Project No. 71-16-SP46

City Obligation Amount: \$21,188.00

Total Project Budget: \$21,188.00

Uncommitted Account Balance: 0

Account Number: 3020-52-00000-513010-PR8406XX-

Procurement Agreements

| | |
|-----------------------|-----------------------|
| <u>Not Applicable</u> | <u>Not Applicable</u> |
|-----------------------|-----------------------|

Grant-Funded Agreements

| | |
|-----------------------|-------------------|
| <u>Not Applicable</u> | Grant Name: _____ |
|-----------------------|-------------------|

| Department | Signature | Date |
|---|-----------------------|------------------|
| 1) Originating | <i>[Signature]</i> | <i>7-14-2016</i> |
| 2) Legal | <i>Mary C. Coates</i> | <i>7-18-2016</i> |
| 3) Finance | <i>M. [Signature]</i> | <i>7-18-16</i> |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

RESOLUTION NO. 16-_____

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 Land Design Solutions, Inc., in the amount of TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$21,188.00) for Landscape Architectural Design & Construction Administration Services for Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary, Project No. 71-16-SP46, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Land Design Solutions, Inc. for Landscape Architectural Design & Construction Administration Services for Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary, Project No. 71-16-SP46" consisting of a total of nineteen (19) pages plus thirty-five (35) additional pages consisting of Attachments 1-16, and the date of July 28, 2016, 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 28th day of July, 2016.

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

APPROVED this the 28th day of July, 2016.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
LAND DESIGN SOLUTIONS, INC.
FOR
LANDSCAPE ARCHITECTURAL DESIGN &
CONSTRUCTION ADMINISTRATION SERVICES
FOR
SIGN IMPROVEMENTS TO GOLDSMITH
SCHIFFMAN WILDLIFE SANCTUARY

Project I.D Number 71-16-SP46
July 28, 2016

**_____
President of the City Council of the City of
Huntsville, AL
Date: July 28, 2016**

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**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
LAND DESIGN SOLUTIONS, INC.
FOR
LANDSCAPE ARCHITECTURAL DESIGN & CONSTRUCTION
ADMINISTRATION SERVICES
FOR
SIGN IMPROVEMENTS TO GOLDSMITH
SCHIFFMAN WILDLIFE SANCTUARY
Project I.D Number 71-16-SP46**

THIS AGREEMENT made as of the 28th day of July in the year 2016, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LAND DESIGN SOLUTIONS, INC., (hereinafter called LANDSCAPE ARCHITECT).

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

ARTICLE 1 - ENGAGEMENT OF THE LANDSCAPE ARCHITECT

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

- 1.1** Professional LANDSCAPE ARCHITECT services for design & construction administration of Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary, as further described in ARTICLES 2 and 3, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the LANDSCAPE ARCHITECT represents to the OWNER that the LANDSCAPE ARCHITECT is a professional qualified to act as the LANDSCAPE ARCHITECT for the PROJECT and is licensed and certified to practice LANDSCAPE ARCHITECT by all public entities having jurisdiction over the LANDSCAPE ARCHITECT and the PROJECT. The LANDSCAPE ARCHITECT further represents to the OWNER that the LANDSCAPE ARCHITECT will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as LANDSCAPE ARCHITECT for the PROJECT until the LANDSCAPE ARCHITECT's remaining duties hereunder have been satisfied. The LANDSCAPE ARCHITECT shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the LANDSCAPE ARCHITECT in connection with the PROJECT.
- 1.3** Execution of this Agreement by the LANDSCAPE ARCHITECT constitutes a representation that the LANDSCAPE ARCHITECT has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The LANDSCAPE

ARCHITECT agrees to provide all necessary LANDSCAPE ARCHITECT services required to professionally accomplish the LANDSCAPE ARCHITECT's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE LANDSCAPE ARCHITECT

- 2.1** LANDSCAPE ARCHITECT shall provide for OWNER professional LANDSCAPE ARCHITECT services for design & construction administration of Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT that are available from only one source shall be justified in writing by the LANDSCAPE ARCHITECT in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the LANDSCAPE ARCHITECT in writing prior to incorporating the changes.
- 2.7** The LANDSCAPE ARCHITECT shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.8** The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The LANDSCAPE ARCHITECT shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.14 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the LANDSCAPE ARCHITECT firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE LANDSCAPE ARCHITECT

- 3.1 The LANDSCAPE ARCHITECT shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, LANDSCAPE ARCHITECT support, design modifications, and shop drawing review.

- 3.2** The LANDSCAPE ARCHITECT shall provide Construction Administration as described in Attachment 1 and shall perform those duties and discharge those responsibilities set forth therein.
- 3.3** The LANDSCAPE ARCHITECT shall represent the OWNER during construction. The LANDSCAPE ARCHITECT shall act on behalf of the OWNER only to the extent provided herein. The LANDSCAPE ARCHITECT shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the LANDSCAPE ARCHITECT are not included in Article 2. Nevertheless, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. 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 LANDSCAPE ARCHITECT, will perform the following in a timely manner so as not to delay the services of the LANDSCAPE ARCHITECT:

- 5.1** Assist LANDSCAPE ARCHITECT by placing at LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT as necessary in acquiring access to and making all provisions for the LANDSCAPE ARCHITECT to enter upon public and private lands as required for the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT.
- 5.5 When requested by the LANDSCAPE ARCHITECT, the OWNER will intercede on the LANDSCAPE ARCHITECT's behalf when data from, or reviewed by third parties is not on schedule through no fault of the LANDSCAPE ARCHITECT.
- 5.6 The OWNER's review of any documents prepared by the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1 The LANDSCAPE ARCHITECT shall commence services pursuant to this agreement as of August 1, 2016. The final completion date for the completion of design services shall be September 30, 2016, as outlined in Article 2. The final design date for construction administration services, as outlined in Article 3 shall coincide with the ninety (90) day duration as detailed for Task B of Attachment 1 for the PROJECT.

The LANDSCAPE ARCHITECT shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, except for cause.

If the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT's control, which may result in the schedule of performance of the LANDSCAPE ARCHITECT's services not being met, the LANDSCAPE ARCHITECT shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the LANDSCAPE ARCHITECT's schedule, the OWNER shall promptly notify the LANDSCAPE ARCHITECT. In either event, the LANDSCAPE ARCHITECT's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE LANDSCAPE ARCHITECT

7.1 BASIC SERVICES

The OWNER shall compensate the LANDSCAPE ARCHITECT for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment in the Not-to-Exceed (NTE) Ceiling Price of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for design services described in Article 2 and a Lump Sum amount of SIXTEEN THOUSAND ONE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$16,188.00) for construction administration services described in Article 3. Additional services of the LANDSCAPE ARCHITECT as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

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

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the LANDSCAPE ARCHITECT and a properly executed copy is mailed to the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the LANDSCAPE ARCHITECT and the LANDSCAPE ARCHITECT will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

| | |
|---|---------------------------|
| Landscape Architect Design Services – Not to Exceed (NTE) Ceiling Price of | \$5,000.00 |
| Construction Administration Services – Lump Sum Amount of | \$16,188.00 |
| TOTAL CONTRACT AMOUNT: | <u>\$21,188.00</u> |

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The LANDSCAPE ARCHITECT shall submit monthly invoices to The Administrative Officer, Engineering Division, 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT on the invoice shall constitute the LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT covered by prior invoices have been paid in full, and that, to the best of the LANDSCAPE ARCHITECT's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the LANDSCAPE ARCHITECT the payment of any portion thereof should be withheld. Submission of the LANDSCAPE ARCHITECT's invoice for final payment and reimbursement shall further constitute the LANDSCAPE ARCHITECT's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the LANDSCAPE ARCHITECT to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. LANDSCAPE ARCHITECT must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the LANDSCAPE ARCHITECT to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the LANDSCAPE ARCHITECT.

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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 "5" hereto will be retained by the LANDSCAPE ARCHITECT to provide services with respect to the PROJECT. Expenses payable to the LANDSCAPE ARCHITECT for administration of 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 LANDSCAPE ARCHITECT and/or sub-consultant(s) for the PROJECT. The LANDSCAPE ARCHITECT and sub-consultant(s) agree that knowledge and consent to review of their work by other LANDSCAPE ARCHITECTS 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 LANDSCAPE ARCHITECTS 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 LANDSCAPE ARCHITECT.

9.4 CLARIFICATION OF WORK

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

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in LANDSCAPE ARCHITECT'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, LANDSCAPE ARCHITECT must assert any claim of LANDSCAPE ARCHITECT for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and LANDSCAPE ARCHITECT.

9.6 LANDSCAPE ARCHITECT'S RECORDS

Documentation accurately reflecting services performed and the time expended by the LANDSCAPE ARCHITECT and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT receives notification of a dispute or of pending or commencement of litigation during this five-year period, the LANDSCAPE ARCHITECT shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed

and signed by the licensed engineer or engineers who were in responsible charge of the work.

- 9.7.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the Landscape Architect who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.7.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the LANDSCAPE ARCHITECT shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the LANDSCAPE ARCHITECT including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the LANDSCAPE ARCHITECT shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The LANDSCAPE ARCHITECT shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.7.4** Each sheet of documents, specifications, and reports for landscape architect practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT. The LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The LANDSCAPE ARCHITECT shall be permitted to retain copies thereof for its records. The LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT will be at OWNER's sole risk and without liability or legal exposure to LANDSCAPE ARCHITECT, and OWNER shall indemnify and hold harmless LANDSCAPE ARCHITECT 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 contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

Since LANDSCAPE ARCHITECT 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, LANDSCAPE ARCHITECT cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

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

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the LANDSCAPE ARCHITECT. In the event of such a termination without cause, the LANDSCAPE ARCHITECT shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECTs 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT:

The LANDSCAPE ARCHITECT shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the

extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

To the fullest extent permitted by law, the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT has reason to believe the use of a required design, process or product is an infringement of a patent, the LANDSCAPE ARCHITECT shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The LANDSCAPE ARCHITECT agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the LANDSCAPE ARCHITECT or the LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the

work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the LANDSCAPE ARCHITECT.

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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, 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 LANDSCAPE ARCHITECT.

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT, OWNER or PROJECT in which the LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT or in which any consultant, trade contractor, subcontractor, or supplier of the LANDSCAPE ARCHITECT has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the LANDSCAPE ARCHITECT and the LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT.

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

**LANDSCAPE ARCHITECT:
LAND DESIGN SOLUTIONS, INC.**

**OWNER:
CITY OF HUNTSVILLE**

BY: 
Mike Donnelly

BY: _____
Tommy Battle

TITLE: President

TITLE: Mayor

ATTEST: 

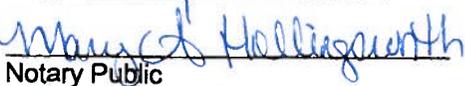
ATTEST: _____

Given under my hand this 19th day

Given under my hand this _____ day

Of July, 2016.

Of _____, 2016.


Notary Public

Notary Public

My commission expires 4/2/19

My commission expires _____

ATTACHMENT 1-Scope of services

(Refer to letter dated April 19, 2016, from Mike Donnelly to Joy McKee and attachments).

Land Design Solutions, Inc.
6996 LINDA STREET
HUNTSVILLE, AL 35811

Email: mike.donnelly@mchsi.com
Voice: 256.714.1470

April 19, 2016
Ms. Joy McKee
Director
Landscape Management Division
City of Huntsville
308 Fountain Circle
Huntsville, AL 35805

RE: Sign Improvements @ Goldsmith Shiffman Wildlife Sanctuary, Huntsville, AL

Dear Joy,

Following is our proposal for Entrance Sign Improvements to Goldsmith Schiffman Wildlife Sanctuary; we will be using ELM Structural Engineers for engineering services related to the limestone sign attached to the structure, and the resulting structural details.

Task A, Entrance Sign Plans: Provide construction drawings & specifications for construction of Entrance Sign (services exclude footing design to be provided by OMI under separate agreement with Owner).

Task B, Construction Administration Services: Provide construction observation services for construction of Entrance Sign per Attachment "A".

ASSUMPTIONS: 1) Land Design Solutions will edit the existing sign plans developed during previous Phase 1b with revisions for new location. 2) New sign location is as staked on site with Brian Walker on 4-15-16.

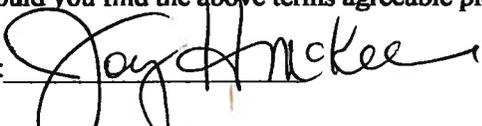
EXCLUSIONS: This proposal excludes geotech soils investigation, sign footing design (by OMI in separate agreement with owner), testing, lighting, permits, or as-built survey.

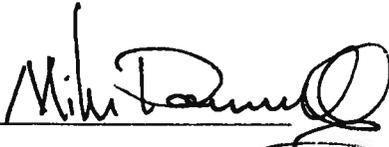
FEES:

TASK A: The fee for Task A shall be at time and material rates per attached rate schedule, not to exceed \$5,000.00. All fees paid to ELM Engineering will include a 5% Administration Fee (included in the not to exceed fee).

TASK B: The fee for 90 day Construction Contract Administration shall be \$16,188.00.

Fees are due and payable upon receiving monthly invoice.
Should you find the above terms agreeable please sign and return.

By: 
For: City of Huntsville

By: 
For: Land Design Solutions, Inc.

**ADMINISTRATION OF CONSTRUCTION CONTRACT
FOR IMPROVEMENTS TO GOLDSMITH SCHIFFMAN WILDLIFE SANCTUARY**

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates in 90 calendar days or at the issuance to the Owner of the final Certificate for Payment, whichever occurs first. Should the owner wish to continue the services of the consultant, consultants hourly rates shall apply.

The Consultant shall provide administration of the Contract for Construction as set forth below only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.

Duties, responsibilities and limitations of authority of the Consultant shall not be restricted, modified or extended without written agreement of the Owner and Consultant.

The Consultant shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this scope of work unless otherwise modified by written amendment.

The Consultant, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, to average 1 hour per working day (working days to be Monday through Friday) to (1) become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Consultant shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Consultant about matters arising out of or relating to the Contract Documents. Communications by and with the Consultant's consultants shall be through the Consultant.

The Consultant shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to

an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

The Consultant shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Consultant, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The Consultant shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

The Consultant shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

The Consultant's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided, shall be subject to mediation and arbitration.



April 19, 2016

Land Design Solutions
6996 Linda Street
Huntsville, AL 35811

Attn: Mike Donnelly, ASLA

Re: Goldsmith-Schiffman Sanctuary Sign
Structural Fee Proposal

Dear Mike:

We are pleased to submit this proposal to provide structural engineering services for the above referenced project. This proposal will remain open for acceptance for one month from the date above.

As we understand it, the project consists of a new monument sign to be built at the Goldsmith-Schiffman Wildlife Sanctuary in Huntsville, Alabama. The sign will consist of a cut limestone panel supported on a structural steel frame anchored to grouted CMU columns. The columns will be veneered with sandstone. **ELM's services will be limited to the design of the steel frame supporting the limestone panel, the attachment of the frame to the CMU columns, and the design of the CMU columns. We understand that the design of the footings supporting the columns will be performed by a local geotechnical engineer who is registered in the state of Alabama.**

We propose to provide structural engineering services on an hourly basis, with an **estimated maximum fee of \$1,000 (One Thousand Dollars)**. Our current hourly rates are listed in the enclosed Terms and Conditions. This maximum fee shall be understood to be an estimate. If it appears that the estimated fee will be exceeded by more than ten percent due to an expansion of scope or multiple design iterations, you shall be so advised before we resume our performance of services. Our services are based on AIA Document C141-1997 "Standard Form of Agreement Between Architect and Consultant". If the services covered by this agreement have not been completed within 24 months of the date hereof, through no fault of Echols, Lindsey & Moore Structural Engineers, Inc. (ELM), our then-current standard hourly rates will be used as the fee basis for the remaining work.

For this fee estimate, ELM will provide the following services for this project:

1. Structural design and drawings, including structural plans, sections, details and notes as required.
2. Structural submittal review, with a maximum of four copies of each submittal to be processed by ELM.
3. Limited field observations, as requested (maximum of one site visit).

This fee estimate does not include services for Special Inspections as defined in Chapter 17 of the International Building Code, Project Peer Review or other Construction Administration services not listed above. Those services will be negotiated, if they are required.

If additional services and/or additional site visits are required and are approved by you, we will perform those services at our current hourly rates, which may cause any estimated maximum fee stated above to be exceeded.

This proposal is based upon the assumptions listed in this proposal. Please inform us if any assumption is incorrect, or if the project scope changes, so that we may revise our proposal. If at any time the project criteria and/or scope deviate from the above description, our stated fee estimate shall be subject to renegotiation.

We anticipate that the structural construction documents can be completed approximately one week after we receive updated DWG files of the sign geometry. This schedule shall be subject to renegotiation if progress is delayed by situations beyond the control of ELM, including but not limited to Owner-requested changes or Owner-delayed approvals.

This Letter of Agreement (two pages), and the Terms and Conditions (two pages), constitute the entire agreement between the parties. Please examine these documents, sign this letter and return it to us by mail or e-mail. Retain a copy for your records. We will begin services upon receipt of this signed agreement.

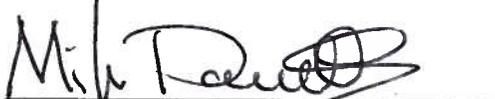
We look forward to working with you on this project.

Sincerely,



Claude H. Moore, P.E.
President
Echols, Lindsey & Moore Structural Engineers, Inc.

ACCEPTED BY CLIENT:



For Land Design Solutions

7-12-16

Date

By signing this proposal, you are accepting the Terms and Conditions enclosed.

Echols, Lindsey & Moore Structural Engineers, Inc. (ELM)
Terms and Conditions

1. Standard Hourly Rates

| | |
|-------------------------|----------|
| Principal | \$164.00 |
| Associate Engineer | \$131.00 |
| Engineer | \$117.00 |
| Engineer Intern | \$101.00 |
| Designer | \$ 74.00 |
| CAD/REVIT Operator | \$ 66.00 |
| Administrative/Clerical | \$ 66.00 |

2. Billing

Billing will be submitted monthly for the work completed.

Invoices are due to be paid within 30 days. Prompt payment is an essential aspect of the overall consideration required for ELM to continue providing services. After a written warning, work stoppages will occur if payments are consistently delinquent. Furthermore, amounts unpaid 30 days after the invoice date are subject to bear simple interest at the rate of 1½ % per month. No phase will be started until the previous phase's payment has been received.

Inquiries and questions regarding any invoice shall be made within 14 days of receipt of the invoice. Failure to notify ELM within this time period shall constitute a waiver of any claim with respect to the content or accuracy of the invoice as well as acceptance of the services provided. Client agrees to pay reasonable attorney's fees, agency fees and other expenses or losses, prior to and through any trial and subsequent proceedings, incurred by ELM in the event ELM employs the services of an attorney or agency to collect sums due here-under or to enforce any terms contained herein.

3. Hidden Conditions & Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If ELM has reason to believe that such a condition may exist, ELM shall notify the Client who shall advise the Owner to authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) the Owner fails to authorize such investigation or correction after due notification, or (2) ELM has no reason to believe that such a condition exists, ELM shall not be responsible for the existing condition nor any resulting damages to persons or property. ELM shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form.

4. Indemnifications

To the fullest extent permitted by law, ELM and the Client each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under the Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of ELM and the Client, they shall be borne by each party in proportion to its negligence.

Neither the Client nor ELM shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

5. Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and ELM, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, **ELM's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$5,000, or the amount of ELM's fee, whichever is greater.** The Client also agrees to not seek to recover damages from any individual employed by ELM. Such causes include, but are not limited to, ELM's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

6. Termination of Services

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

7. Ownership of Documents

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

8. Dispute Resolution

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

9. Additional Provisions

- A) ELM's services are for the benefit of the party to whom this proposal is addressed only; no others have any claim. In rendering these services, ELM shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- B) ELM shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which remain the responsibility of the Contractor. ELM shall not be responsible for acts or omissions of the Contractor, or of any other persons or entities performing the Work.
- C) The Client shall neither require nor compel ELM to issue certifications of, guarantees of, or warranties for, the design or the completed work. Certifications issued by ELM, if any, shall be limited to the best of ELM's knowledge, information and belief, and shall be limited based on the services performed under this agreement. ELM's preparation of Record Drawings shall not be construed as a certification, warranty or guarantee, expressed or implied, that the completed work was constructed in accordance with the requirements of the Contract Documents. Record Drawings are not "as-built" drawings.
- D) Review of submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents. ELM's review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor.

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): Land Design Solutions, Inc
- City of Huntsville current taxpayer identification number (if available): 40021
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

| Type of Ownership (check appropriate box) | Entity I.D. Number (if Available) |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship | |
| <input type="checkbox"/> General Partnership | |
| <input type="checkbox"/> Limited Partnership (LP) | Number & State: |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | Number & State: |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State: |
| <input type="checkbox"/> LLC (Multi-Member) | Number & State: |
| <input checked="" type="checkbox"/> Corporation | Number & State: <u>263-703, Alabama</u> |
| <input type="checkbox"/> 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: Mike Donnelly Title (if applicable): President

Type or legibly write name: Mike Donnelly Date: 1-6-2012

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 LANDSCAPE ARCHITECTing Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4 **DESIGN REVIEWS**

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT LANDSCAPE ARCHITECT

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 LANDSCAPE ARCHITECT

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 LANDSCAPE ARCHITECT 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 – LANDSCAPE ARCHITECTS PERSONNEL FEE SCHEDULE

Land Design Solutions, Inc.
6996 LINDA STREET
HUNTSVILLE, AL 35811

Voice: 256.714.1470
E-mail: mike.donnelly@mchsi.com

Land Design Solutions, Inc.
Hourly Rate Schedule

| | |
|--------------------------------|-------------|
| Registered Landscape Architect | \$110.00/Hr |
| Draftsman | \$60.00/Hr |
| Administration | \$50.00/Hr |

These rates shall remain in effect for duration of the project.

Echols, Lindsey & Moore Structural Engineers, Inc (ELM)
Standard Hourly Rates

| | |
|---------------------------|-------------|
| Principal | \$164.00/Hr |
| Associate Engineer | \$131.00/Hr |
| Engineer | \$117.00/Hr |
| Engineer Intern | \$101.00/Hr |
| Designer | \$74.00/Hr |
| CAD/REVIT Operator | \$66.00/Hr |
| Administrative / Clerical | \$66.00/Hr |

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE LANDSCAPE
ARCHITECT
 (Article 9.2)

| CONSULTANT NAME AND ADDRESS | DESCRIPTION OF SERVICES | FEE |
|--|--------------------------------|------------|
| Echols, Lindsey & Moore 810 Regal Drive SW Suite C Huntsville, AL 35801 | Structural Engineering | \$5,000.00 |
| | | |
| | | |
| | SUB-TOTAL | \$5,000.00 |
| | TOTAL | \$5,000.00 |

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 LANDSCAPE ARCHITECT that are available from only one source. | OWNER | Prior to 100% submittal. | 2 | Article 2.2 |
| ADA grades, elevations and layout | OWNER | 90% review, 100% complete | 2 | Article 2.6 |
| Approval of LANDSCAPE ARCHITECT's Request for Payment. | OWNER | Within ten (10) days of receipt of the request from the LANDSCAPE ARCHITECT. | N/A | Article 3.4 |
| Approval of LANDSCAPE ARCHITECT submittals | OWNER | So as to cause no delay to the LANDSCAPE ARCHITECT 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. | LANDSCAPE ARCHITECT | So as to not delay the services of the LANDSCAPE ARCHITECT. | 2 | Article 5.1, 5.2 |
| Notification of delays. | LANDSCAPE ARCHITECT; OWNER | Promptly | 4 | Article 6.1 |
| LANDSCAPE ARCHITECT'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 LANDSCAPE ARCHITECT | 7 days prior to termination. | 2 | Article 9.10 & 9.11 |
| Certificate of Insurance for LANDSCAPE ARCHITECT. | OWNER | At 0% design conference | 1 | Article 10.2(B), 10.6, and Attachment 4. |
| Insurance cancellation, suspension, or reduction in coverage or limits. | OWNER | 30 days prior to effective date except for cancellation which is 10 days notification. | 1 | Article 10.4(A) |
| Certificate of insurance for sub consultants/subcontractors. | OWNER | At 0% design conference. | 1 | Article 10.7 |
| A schedule in Microsoft Projects format showing the critical path. | Project Engineer | Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6 | 1 hard; 1 digital | Attachment 4 |
| Drawings. | Project Engineer | 30% complete design review, 60% design review, 90% review, and 100% complete. | 3 | Attachment 4 |
| Cost estimate. | Project Engineer | 30% complete design review, 60% review, 90% review, and 100% complete. | 3 | Attachment 4 |
| Hydraulic reports. | Project Engineer | 60% design review. | 2 | Attachment 4 |
| Preliminary plans for utilities. | Project Engineer | 60% design review. | 3 | Attachment 4 |
| Real Estate Deliverables | Project Engineer | 60% design review, 90% review, 100% complete. | Reference Real Estate Division Plan Requirements | Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document |
| Traffic Control plan. | Project Engineer | 60% design review. | N/A | Attachment 4 |
| Results of geotechnical investigations. | Project Engineer | 30% design review. | 2 | Attachment 4 |
| Technical specifications. | Project Engineer | 90% review, 100% complete. | N/A | Attachment 4 |
| Relocation of Utilities | Project Engineer | 0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form | 2 | Attachment 4, 10 |
| Design Calculations | Project Engineer | 90% review, 100% complete | 1 | Attachment 4 |
| Digital copy of drawings. | Project Engineer | 100% complete – 1 in .dgn format; 1 in .tiff or .pdf format | 2 | Attachment 4 |
| Digital text files. | Project Engineer | 100% complete. | 1 | Attachment 4 |

| | | | | |
|---------------------------------|------------------|--|---------------------------|--------------|
| Bid Quantities. | Project Engineer | 100% complete. Digital in Excel 2003 format and hard copy | 3 | Attachment 4 |
| Permits and Permit Applications | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Field notes. | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Digital aerial photography. | Project Engineer | 100% complete. | 1 | Attachment 4 |
| Progress Report (Art. 8) | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage. | 4 hard; 1 digital monthly | Attachment 4 |

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

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

DO _____

DO NOT _____

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

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

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

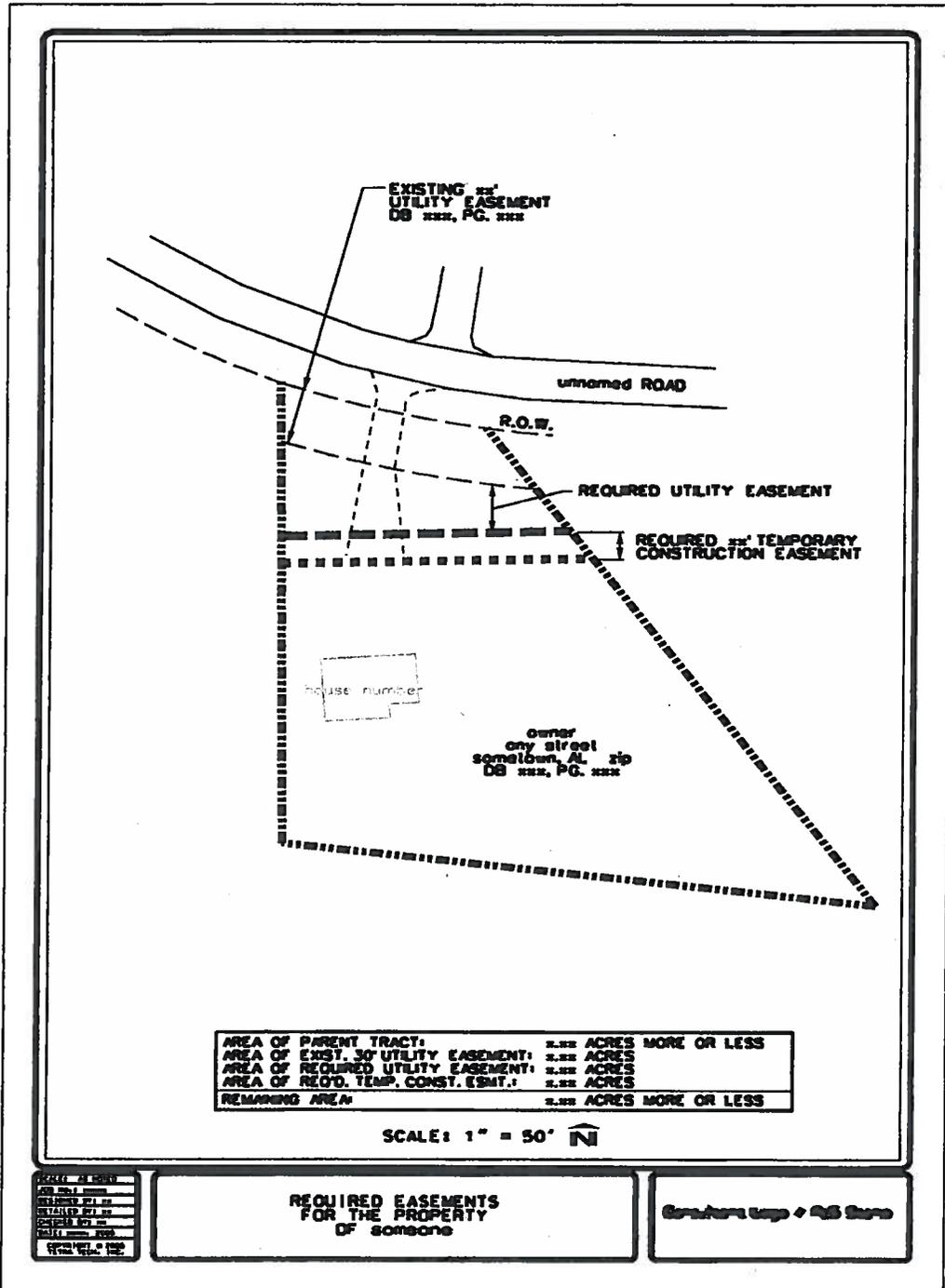
COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

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

DATE: _____

ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

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

Overall Project Land Acquisition Maps

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

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

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

ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

YES **NO**

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
4. One (1) Micro station digital file of right-of-way drawings.
5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
7. One (1) print copy of Final Construction Cost Estimate.
8. One (1) digital spread sheet file of Final Construction Cost Estimate.
9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
11. Two (2) print sets of contract specifications.
12. One (1) digital text file of contract specifications.
13. One (1) complete set of signed and sealed calculations.
14. One (1) complete set of permits for COH signature and ENGINEER's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
15. One (1) complete set of all field notes.
16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
17. Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer