



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/10/2023

File ID: TMP-3212

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37.

Resolution No.

Finance Information:

Account Number: Funded by various TIF-5 accounts

City Cost Amount: \$260,476.00

Total Cost: \$260,476.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: TIF-5 Funding

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Design contract with Sain Associates for roadway design at the Redstone Gateway Secured Area consisting of approximately 2,300 feet of new 3-lane roadway to connect Goss Road to Phase III to include mass grading and public utility infrastructure associated with the new roadway.

RESOLUTION NO. 23-

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, Alabama and SAIN Associates, Inc., in the amount of TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$260,476.00) for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37, 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 “Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and SAIN Associates, Inc., for Engineering Design Services for Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway Phase III, Project No. 71-23-SP37,” consisting of a total of nineteen (19) pages, plus fifty-nine (59) additional pages consisting of Attachments 1-16, and the date of August 10, 2023, 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 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
APEX ROAD (GOSS ROAD EXTENSION) FOR SECURE
GATEWAY AT REDSTONE GATEWAY, PHASE III**

**Project ID Number 71-23-SP37
August 10, 2023**

**_____
President of the City Council of the City of
Huntsville, Alabama
Date: August 10, 2023**

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
SAIN ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
APEX ROAD (GOSS ROAD EXTENSION) FOR SECURE
GATEWAY AT REDSTONE GATEWAY, PHASE III
Project ID Number 71-23-SP37

THIS AGREEMENT made as of the 10th day of August in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SAIN ASSOCIATES, INC., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

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

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

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for the design of Apex Road (Goss Road Extension) for Secure Gateway at Redstone Gateway, Phase III.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

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

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

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

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

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES
OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

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

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

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER.
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of August 11, 2023. The final completion date for the completion of design services as outlined in Article 2 shall be October 11, 2023.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$260,476.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to

laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

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

7.3 EFFECTIVE DATE

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

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	\$260,476.00
TOTAL CONTRACT AMOUNT:	<u>\$260,476.00</u>

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER’s representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER’s knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER’s invoice for final payment and reimbursement shall further constitute the ENGINEER’s representation to the

OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 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 ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 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 ENGINEER.

9.6 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared

concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.7 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 engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

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

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

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use

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

9.9 ESTIMATE OF CONSTRUCTION COST

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

9.10 TERMINATION FOR CAUSE

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

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be

accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERs Protective Insurance.

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

\$ 500,000 Per Claim - Land Surveyors

\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

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

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

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. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of

Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, 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 ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

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

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, 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 ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

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

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

**ENGINEER:
SAIN ASSOCIATES, INC.**

**OWNER:
CITY OF HUNTSVILLE**

BY: _____
Becky White

BY: _____
Tommy Battle

TITLE: _____
Chief Operating Officer

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day
Of _____, 2023.

Given under my hand this _____ day
Of _____, 2023.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated February 16, 2023, from Harry Wilson to Kathy Martin and attachments).



February 16, 2023

Kathy Martin, PE
 City Engineer
 City of Huntsville
 320 Fountain Circle
 Huntsville, Alabama 35081

5021 Technology Drive NW
 Suite B2
 Huntsville, Alabama 35805
www.sain.com

SUBJECT: Apex Road
 Huntsville, Alabama
 SA Project #230034

Dear Kathy:

We appreciate the opportunity to submit this proposal for civil engineering services for the Apex Road from the end of Goss Road and Mass Grading of Secured Gateway. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

- LW Redstone (COPT) intends to construct approximately 2,300' of roadway from the end of Goss Road to the Secured Gateway Roundabout. The portion within the Secured Gateway will be 3 lanes with a center turn lane roadway and will reduce to a 2 lane as it connects to the existing Goss Road. This project will also include the Mass Grading of the Secured Gateway, utility infrastructure and construction of the Stormwater Management Area.
- We will use the Conceptual Mass Grading Plan for the Secured Gateway (CG1) by Sain Associates dated January 30, 2023, as our basis of design.
- Sain Associates will coordinate with LW Redstone, Redstone Arsenal and the City of Huntsville for approvals related to our design.
- It is our understanding from previous work at Redstone Gateway that there should be no environmental issues within the site. Therefore, we have excluded it from this proposal.
- For design we will rely on a combination of the ground-run survey performed by SAIN Associates in February 2023 and design plans for the Secured Gateway and Building 300, which have been provided to us.
- We will prepare an NPDES Stormwater Pollution Prevention Package for submittal to ADEM. We will coordinate this submittal with you or a selected contractor, as the Permittee. ADEM requires the Permittee to create an account on their website, and we will assist you through this process if needed.
- Sain Associates will sub-contract with GreenView Studio to provide landscape and irrigation design services.
- Sain Associates will sub-contract with Consulting Construction Engineering to provide street lighting and communication duct bank design.
- Sain Associates will sub-contract with Building and Earth Sciences to provide geotechnical services.

Apex Road
 City of Huntsville
 February 16, 2023
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- We have excluded any off-site roadway improvements or utility main extensions from off-site other than what is specified in this proposal.
- Our proposal is based on the information shown above. If any of this information changes, please let us know, and we will revise our proposal.

Scope of Services

Construction Documents

We will begin preparation of the Construction Documents upon receipt of the executed contract. We will use Sain's standard 24" x 36" sheet border and title block, or we may use a City of Huntsville title block provided by you, if preferred.

The following design elements will be provided:

- Coordination with LW Redstone, Redstone Arsenal and City of Huntsville.
- Coordination with the City's Project Manager and assisting them with the construction cost estimates for the bid package.
- Layout, Striping and Signage Plans – We will show locations of the proposed pavement, curb & gutter, striping, sidewalks, directional arrows, and MUTCD signage. Please note that this plan is not intended to be a construction stakeout plan. A stakeout plan can be prepared as an additional service for the contractor, if necessary.
- Demolition Plans – We will show the demolition of site-related items that conflict with the new improvements. We will not prepare a construction phasing plan as the contractor will likely want control over how the construction is phased.
- Grading and Storm Drainage Plans – We will show the spot elevations and/or contours for the existing and new grading with the areas to be improved. We will show the site storm drainage system. We have included the preparation of storm drainage calculations for the master stormwater management area, storm sewer, and concrete box culverts to meet local requirements. Profiles of the storm sewer and concrete box culvert are included. Storm water quality design is not required by local authorities and is not included. Design of site retaining walls is not included (as these would be provided by the wall vendor).
- Roadway Plan and Profiles – We will prepare a Plan and Profile sheet that will show horizontal curves, vertical curves, existing and proposed elevations. We will provide the required labeling of horizontal curves along the road alignment and vertical elevations at every 50' for the Advanced Gateway are included.
- Cross Sections – We will prepare cross section every 50' for the Advanced Gateway and Rideout Road improvements.
- Utility Plans – We will show sanitary sewer, water, power, gas and communications lines for coordination purposes only. The design of the water, power, and gas will be provided by Huntsville Utilities and the drawings will be inserted into our plans. The sanitary sewer design will be designed by us under a separate contract with the City.
- Erosion and Sedimentation Control Plans – We will prepare a Storm Construction Best Management Practices Plan for the treatment necessary for prevention of excessive erosion in accordance with State and local requirements. We will coordinate with you to make an online application with ADEM for issuance of an NPDES construction permit. Required inspections,

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 City of Huntsville
 February 16, 2023
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observations are by others, and are not included. The permit fee is included in our price for this project.

- Sections and Details – We will include the City of Huntsville details and any other necessary details for the items we design such as paving, striping, erosion control, etc. We will use Sain's standard text structure and format.
- Site Work Specifications – We understand that this project will use the City of Huntsville standard specification, and we will provide the required sections for performing the earthwork. We will provide assistance with the front-end documents, bid proposal form, etc. for the bid package.
- Meetings – We have assumed one meeting for the project kick off, 90% design review, pre-bid meeting and pre-construction conference in Huntsville. We can attend periodic conference calls or Go-To meetings during our design, but we have not included time for attendance for excessive (e.g. weekly) meetings after the civil design is complete. If such attendance is needed, we can handle on an hourly basis. During construction we can be available for conference calls or site meetings on an hourly basis.

Revisions to Plans - Once we have your approval of the conceptual site plan, we will begin preparation of final construction documents. Once this final design has begun, significant revisions requested will be outside the basic service and performed in accordance with the hourly rate schedule enclosed. We will notify you prior to beginning any such additional work to adjust our fee and schedule. We would proceed when we have clear written authorization from you.

We will coordinate with the City of Huntsville, Redstone Arsenal, and respective utility companies regarding the proposed improvements. We will obtain input from each agency to obtain their respective design information. We will prepare design plans which include the information provided by each agency, and we will submit these plans for their review and approval. We have included time to make reasonable plan revisions if required by governing authority review. We do not anticipate any zoning activities (re-zoning, variances, conditional use, etc.) and have excluded this coordination or attendance at any public meetings.

We will provide digital reproductions in pdf format upon completion of design. This deliverable does not include providing stakeout files for the contractor's use in construction stakeout. If needed, a dwg file can be made available to the contractor once the project is awarded for construction upon the contractor's execution of our Electronic File Transfer Agreement, and if necessary, the payment of a fee for the preparation and transmittal of said file. The file would be provided in Sain's current design software format only.

Landscape and Irrigation

We will subcontract with GreenView Studio, Inc. to perform Landscape and Irrigation design services.

APPROACH AND SCOPE OF WORK

It's our understanding that The Redstone Gateway development will require Landscape and Irrigation design services. The scope includes the Secured Gateway and Apex Road (2,300 LF of roadway).

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to Sain Associates. We avoid conflicts by aggressively seeking out the pertinent information and applying it accurately.

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 City of Huntsville
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Experience in working with developers, architects, and their unique deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

SCHEMATIC DESIGN

In this phase we will provide a preliminary evaluation of the proposed program, schedule and construction budgets. After agreement on this preliminary evaluation, we agree to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by Sain Associates. Additionally, we will:

- Review and integrate any city/county and/or COPT landscape requirements.
- Assist in the review of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Collaborate on the development of the utilities, grading and lighting.
- Collaborate with the Environmental Designers on the design direction for future project site signage.
- Collaborate with other consultants (i.e. lighting and city depts.).

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, we will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Site Layout Plan, sections and utility plans as necessary.
- Prepare revised Design Development Drawings of the site landscape plans incorporating any changes for your approval.
- Assist in the preparation and updating of the design budget estimate.
- Develop Irrigation Limits/Sleeving Plan.

CONSTRUCTION DOCUMENTS

Based on approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, we agree to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Specifications describing in detail all phases of the installation, inspection, maintenance of the work.

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- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

CONSTRUCTION ADMINISTRATION

We will perform the following construction administration activities:

- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct three site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punch list of incomplete work.
- Conduct one final site observation to confirm completion of punch list items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

Street Lighting and Communication Duct Bank

We will subcontract with Consulting Construction Engineering to provide Electrical Engineering design services.

Our understanding of the scope of this project is as follows: 1,600 sq. ft roadway lighting, communication duct banks, and manholes to Redstone Arsenal standards.

Schematic Design

- Perform a code review to identify applicable codes and code requirements
- Confirm availability of utilities
- Develop program area requirements for electrical systems.
- Provide written descriptions of proposed electrical and auxiliary systems.
- Attend design coordination meetings

Design Development

- Provide written responses to Engineer/Owner "Schematic Design" review comments.
- Prepare preliminary calculations of electrical distribution system for utility coordination.
- Coordinate utilities and send confirmation.
- Perform basic coordination with site, civil design.
- Provide basis plan drawings, riser diagrams, equipment schedules and basic details of electrical systems.
- Resolve significant issues and incorporate approved Engineer/User comments.
- Provide updates for the project schedule.
- Attend design coordination/submittal review meetings.

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Construction Documents

- Provide written responses to Engineer/Owner Design Development Comments.
- Submit Electrical drawings and specifications for review and coordination.
- Attend design coordination/submittal review meetings.
- Participate in final coordination with all consultants.
- Provide final calculations.
- Prepare a permit set for submittal to the authority having jurisdiction.
- Submit bid documents, including original drawing and technical specifications for reproduction and distribution.
- Attend a pre-bid conference.
- Answer bidder's questions and prepare addenda material as required.

Construction Administration/Assistance

- Resolve permit related issues.
- Prepare an "Issued for Construction" document set incorporating all addenda and permit corrections.
- Perform periodic on-site field observation and prepare a written report for up to 2 person visits.
- Review shop drawings and submittals.
- Respond to Contractor's requests if required, exclusive of Owner requested changes.
- Review Contractor's pricing for change order requests.
- Prepare a final punch list.

Project Closeout

- Review Contractor's Record Drawings and Operations and Maintenance.
- Perform a post-occupancy evaluation.

Geotechnical Investigation

We will subcontract with Building and Earth Sciences, Inc to provide geotechnical services.

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The work will include soil test borings, double ring infiltrometer field permeability testing, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

- **Coordination and Scheduling:** We plan to use our in-house drillers to drill this site and will coordinate our work with you.
- **Utility Clearances:** Since the site located inside the Redstone Arsenal, we will call Wolf Creek for utility clearances.
- **Site Access:** The eastern half of the site appears to be wooded thus clearing will be required in order to access boring locations.
- **Drilling and Sampling:**
 - We will perform a total of 77 soil test borings throughout the site to a depth of 10 feet or auger refusal, whichever occurs first. Six Standard Penetration Test (SPT) borings will be performed in the Apex Road section and the remaining 71 SPT borings will be performed in the general area of Secured Gateway Mass Grading. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-½ foot intervals in the upper 10 feet.

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- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, the borings will be backfilled with auger cuttings.
- To evaluate the drainage in the proposed detention area in the northwest portion of site, we will also perform two double ring infiltrometer tests at the proposed bottom elevation of the detention area.

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests: Natural Moisture Content (ASTM D2216), Atterberg Limits (ASTM D4318), Material Finer than No. 200 (ASTM D1140) and Laboratory California Bearing Ratio (ASTM D1883).

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommendations for appropriate pavement buildup for the Apex Road.
- Infiltrimeter test results.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: fire protection flow tests; bidding; advertising; preparation of contract documents; the cost of filing fees for permits and approvals; re-zoning activities; environmental studies or permitting; off-site utility main extensions; retaining wall design; traffic impact studies; construction administration; boundary survey; ALTA survey; easement coordination; as-built surveys and certification; ALDOT design and permitting; sanitary sewer design; sanitary sewer lift station design; storm water monitoring during construction; full time CE&I (inspections); or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Apex Road
City of Huntsville
February 16, 2023
Page 8



Fees

We propose to provide the above-described services based on the following fee schedule:

Construction Documents.....	Lump Sum \$156,685
Landscape and Irrigation.....	Lump Sum \$27,000
Street Lighting and Communication Duct Bank.....	Lump Sum \$28,000
Geotechnical Investigation.....	Lump Sum \$44,250
Estimated Reimbursable Expense.....	\$2,227
<u>City Maintenance Easement for Apex Road.....</u>	<u>Lump Sum \$2,314</u>
Total Estimated Budget.....	\$260,476

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We can begin our services after we have received this fully executed agreement. We are prepared to begin immediately, and we will work with you to establish a schedule upon receipt of a Notice to Proceed.

Labor Rates

The attached rates are good for the duration of the contract and/or until all specified work described in the "Scope of Service" has been satisfied.

Apex Road
City of Huntsville
February 16, 2023
Page 9



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Harry Wilson, PE
Huntsville Business Manager
Alabama License No. 15665

Enclosures:
Conceptual Master Grading Plan

OFFERED:
SAIN ASSOCIATES, INC.
BY: James A. Meads, PE
CEO
Alabama License No. 17294

Signature of Authorized Representative

Date: February 16, 2023

ACCEPTED:
CITY OF HUNTSVILLE

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.	
Project Name	Apex Road Extension and Secured Gateway Mass Grading
Description	Apex Road, Mass Grading and Storm Sewer for Secured Gateway
Scope of Work	Road grade, drain, base, pave, & grading & storm for Secured Gateway
Project Length	2,300 LF Apex Road
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	SAIN Associates

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$2,314.00	\$0.00	\$2,314.00
Roadway Plans	\$255,934.50	\$2,227.50	\$258,162.00
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$260,476

LABOR RATES	Effective Time Period	January 2020 - December 2020
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$230.00	Darren Hamrick, Harry Wilson, Brett Wiseman
Environmental Scientist		
Design Engineer	\$205.00	Matt Hogan, Chris Jenkins
Engineer Tech. / CADD	\$125.00	Ryan Medley, Hunter Skipper
Clerical	\$88.00	Latoya Carney, Stacy Huffman, Heather Turner, Tra
PLS	\$155.00	Gary Pitzing
Survey Crew	\$190.00	Skylar Shelton, Scott Rozell

Signed

Date

Position/Title



HUNTSVILLE
The Star of Alabama

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.				
Project Name Apex Road Extension and Secured Gateway Mass Grading				
Description Apex Road, Mass Grading and Storm Sewer for Secured Gateway				
Scope of Work Road grade, drain, base, pave, & grading & storm for Secured Gateway				
Project Length 2,300 LF Apex Road				
C.O.H. Project Engineer Alan Clements				
Engineering Consultant SAIN Associates				
ROW Map, Tract Sketches and Deeds		PLS	Survey Crew	Engineer Tech. / CADD
Estimated number of takings= 0		ESTIMATED MAN-DAYS		
Task A: Right-of-Way Map		0.00	0.00	0.00
Task B: Tract Sketches		0.00	0.00	0.00
Task C: Deeds		0.00	0.00	0.00
Task D: Right-of-Way/Acquired Parcel Staking		0.00	0.00	0.00
Task E: City of Huntsville Maintenance Easement for Goss Road Ext.		1.00	0.50	0.13
TOTALS		1.00	0.50	0.13

Note: A "Taking" is any separate piece of property acquired by the C.O.H. This includes parcels, drainage easements, construction easements, etc.

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.			
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Scope of Work Road grade, drain, base, pave, & grading & storm for Secured Gateway			
Project Length 2,300 LF Apex Road			
C.O.H. Project Engineer Alan Clements			
Engineering Consultant SAIN Associates			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.10	\$ 1,840.00	\$ 184.00
PLS	1.00	\$ 1,240.00	\$ 1,240.00
Survey Crew	0.50	\$ 1,520.00	\$ 760.00
Engineer Tech. / CADD	0.13	\$ 1,000.00	\$ 130.00
Clerical	0.00	\$ 704.00	\$ -
		Sub-Total	\$ 2,314.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
		Sub-Total	\$ -
TOTAL LABOR			\$ 2,314.00

2/16/2023

City of Huntsville Engineering Division

4:39 PM

ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL
PLAN & PROFILE							
Main Roadway	2.00	0.10	0.20	1.00	2.00	0.25	0.50
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading Plan	5.00	0.25	1.25	1.50	7.50	0.25	1.25
PAVING LAYOUT							
Main Roadway	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERCHANGES							
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Sequence of Construction	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Summary & notes	1.00	0.10	0.10	0.25	0.25	0.50	0.50
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing Layout	1.00	0.10	0.10	0.25	0.25	1.00	1.00
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Details	2.00	0.10	0.20	0.00	0.00	1.00	2.00
STRIPING & SIGNING							
Signing, Striping & Pavement Markers Layout	2.00	0.10	0.20	0.25	0.50	1.00	2.00
Roundabout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION							
Signal Layout (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Sheets	5.00	0.10	0.50	0.25	1.25	0.50	2.50
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS							
Pipe&Culvert X-Sect./Profiles	4.00	0.10	0.40	1.00	4.00	0.25	1.00
Storm Drainage Plan	5.00	0.10	0.50	1.00	5.00	0.25	1.25
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIGHTING							
Plan Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL							

2/16/2023

City of Huntsville Engineering Division

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ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL
Erosion Control Layout	10.00	0.25	2.50	0.25	2.50	1.00	10.00
Erosion Control Details	3.00	0.10	0.30	0.00	0.00	0.50	1.50
ROADWAY CROSS SECTIONS							
Main Roadway	12.00	0.10	1.20	0.50	6.00	0.25	3.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.10	0.10	2.00	2.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	62.00		8.45		32.25		33.50
REVIEW MEETINGS							
Design Criteria/Kickoff			0.50		0.50		0.00
30% Review							0.00
60% Review							0.00
90% Review			0.50		0.50		0.00
Stormwater Permits			0.50		0.50		1.00
Drainage Report			1.00		8.00		2.00
Cost Estimates			0.50		3.00		1.00
Design Hearing			0.00		0.00		0.00
Attend Pre-bid and pre-construction			2.00		0.50		0.00
Site Visits			2.00		0.00		0.00
Weekly Conference Calls			4.00		0.00		0.00
SUB-TOTAL			11.00		13.00		4.00
TOTAL MAN-DAYS			19.45		45.25		37.50

2/16/2023

City of Huntsville Engineering Division

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Project No.																									
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Fee Proposal (Roadway Plans)																									
PERSONNEL COST																									
	<table border="1"> <thead> <tr> <th></th> <th>Man-days</th> <th>Daily Rate @ 8hrs/day</th> <th></th> </tr> </thead> <tbody> <tr> <td>Project Engineer</td> <td>19.45</td> <td>\$ 1,840.00</td> <td>\$ 35,788.00</td> </tr> <tr> <td>Design Engineer</td> <td>45.25</td> <td>\$ 1,640.00</td> <td>\$ 74,210.00</td> </tr> <tr> <td>Engineer Tech. / CADD</td> <td>37.50</td> <td>\$ 1,000.00</td> <td>\$ 37,500.00</td> </tr> <tr> <td>Clerical</td> <td>6.00</td> <td>\$ 704.00</td> <td>\$ 4,224.00</td> </tr> <tr> <td></td> <td></td> <td>Sub-Total</td> <td>\$ 151,722.00</td> </tr> </tbody> </table>		Man-days	Daily Rate @ 8hrs/day		Project Engineer	19.45	\$ 1,840.00	\$ 35,788.00	Design Engineer	45.25	\$ 1,640.00	\$ 74,210.00	Engineer Tech. / CADD	37.50	\$ 1,000.00	\$ 37,500.00	Clerical	6.00	\$ 704.00	\$ 4,224.00			Sub-Total	\$ 151,722.00
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		Sub-Total	\$ 151,722.00																						
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)																									
GreenView Studios	\$ 27,000.00																								
Consulting Construction Engineering	\$ 28,000.00																								
Building and Earth Sciences	\$ 44,250.00																								
Subconsultant Administration Expense (5%)	\$ 4,962.50																								
	Sub-Total \$ 104,212.50																								
	TOTAL LABOR \$ 255,934.50																								

2/16/2023

City of Huntsville Engineering Division

4:39 PM

Project No.	
Project Name	Apex Road Extension and Secured Gateway Mass Grading
Description	Apex Road, Mass Grading and Storm Sewer for Secured Gateway
Scope of Work	Road grade, drain, base, pave, & grading & storm for Secured Gateway
Project Length	2,300 LF Apex Road
C.O.H. Project Engineer	Alan Clements
Engineering Consultant	SAIN Associates
Out-of-pocket Expenses (Roadway Plans)	

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
30% Submittal			0	\$ 2.50	\$ -
60% Submittal			0	\$ 2.50	\$ -
90% Submittal	2	62	124	\$ 2.50	\$ 310.00
100% Submittal			0	\$ 2.50	\$ -
Bid Documents			0	\$ 2.50	\$ -
Construction Documents	2	62	124	\$ 2.50	\$ 310.00
Total Printing/Reproduction C:					\$ 620.00

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

Postage Cost (overnight, stamps, etc.)	Total

Other (provide description on next line)	Total
ADEM Permit Fee, Mileage	\$ 1,607.50

Total Out-of-pocket Expenses **\$ 2,227.50**

Comments:



February 9, 2023

SAIN Associates

5021 Technology Drive NW
Huntsville, Alabama 35805

Attention: Harry Wilson

RE: Goss Road Extension
CCE Project #23SAI01

Harry:

We appreciate the opportunity to furnish electrical engineering services for you on this project.

Our understanding of the scope of this project is as follows: 1,600 sq. ft roadway lighting, duct banks, and manholes to Redstone Arsenal standards.

This is based on preliminary information furnished by you which included: Preliminary Site Plan

FEE STRUCTURE

We propose to furnish basic engineering services for a lump sum of Twenty-Eight Thousand Dollars (\$28,000). Invoices will be sent at the completion of major phases of the project. Invoices will reflect the amount of work completed in attainment of the Project Phase Schedule (Table 1). Payment is due thirty days after receipt of invoice.

Alternates are not included in this scope of work and will be negotiated as additional services.

REIMBURSABLE EXPENSES

Expenses are included in the fee of the project and are not reimbursable.

Reimbursable expenses will include extra printing and reprographic services, and any extra miscellaneous in-house and outside expenses incurred while providing services.

Reimbursable expenses are in addition to the Fee amount and will be billed on a monthly basis at a multiple of 1.1 times cost.

PROJECT PHASE FEE SCHEDULE

<i>Project Phase</i>	<i>Percent of Total Fee</i>
Schematic Design	10%
Design Development	15%
Construction Documents	50%
Bidding and Negotiation	5%
Construction Administration	20%

CONSULTANT BASIC SERVICES & DELIVERABLES BY PROJECT PHASE

Schematic Design

- ▽ Perform a code review to identify applicable codes and code requirements.
- ▽ Confirm availability of utilities.

Goss Road Extension
 Proposal for Electrical Engineering Services
 February 9, 2023
 Page 2 of 4

- ∇ Develop program area requirements for electrical systems.
- ∇ Provide written descriptions of proposed electrical and auxiliary systems.
- ∇ Attend design coordination meetings.

Design Development

- ∇ Provide written responses to Engineer/Owner "Schematic Design" review comments.
- ∇ Prepare preliminary calculations of electrical distribution system for utility coordination.
- ∇ Coordinate utilities and send confirmation.
- ∇ Perform basic coordination with site, civil design.
- ∇ Provide basis plan drawings, riser diagrams, equipment schedules and basic details of electrical systems.
- ∇ Resolve significant issues and incorporate approved Engineer/User comments.
- ∇ Provide updates for the project schedule.
- ∇ Attend design coordination/submittal review meetings.

Construction Documents

- ∇ Provide written responses to Engineer/Owner Design Development Comments.
- ∇ Submit Electrical drawings and specifications for review and coordination.
- ∇ Attend design coordination/submittal review meetings.
- ∇ Participate in final coordination with all consultants.
- ∇ Provide final calculations.
- ∇ Prepare a permit set for submittal to the authority having jurisdiction.
- ∇ Submit bid documents, including original drawing and technical specifications for reproduction and distribution.

Bid and Negotiation

- ∇ Attend a pre-bid conference.
- ∇ Answer bidders questions and prepare addenda material as required.
- ∇ Review bid results and offer recommendations.

Construction Administration/Assistance

- ∇ Resolve permit related issues.
- ∇ Prepare an "Issued for Construction" document set incorporating all addenda and permit corrections.
- ∇ Perform periodic on-site field observation and prepare a written report for up to 2 person visits.
- ∇ Review shop drawings and submittals.
- ∇ Respond to Contractor's requests if required, exclusive of Owner requested changes.
- ∇ Review Contractor's pricing for change order requests.
- ∇ Prepare a final punchlist.

Project Closeout

- ∇ Review Contractor's Record Drawings and Operations and Maintenance.
- ∇ Perform a post-occupancy evaluation.

DELIVERABLES

Schematic Design

- ∇ Electrical systems "Basis of Design" narrative.

Goss Road Extension
 Proposal for Electrical Engineering Services
 February 9, 2023
 Page 3 of 4

Design Development

- ▽ Outline Specifications.
- ▽ Manufacturer cut sheets (Lighting Fixtures).
- ▽ Drawings that define the scope and major elements of work.

Construction Documents

- ▽ Drawings for permitting and bidding/pricing.
- ▽ Technical specifications for permitting and bidding/pricing.
- ▽ Manufacturer cut sheets (lighting fixtures)

Bidding & Negotiation

- ▽ Design clarification documents (responses to bid "Requests for Information").
 - Addenda to the issued bid documents.

Contract Administration

- ▽ Conformance drawings including all addenda and response to bid "Requests for Information".
- ▽ Written supplemental instructions
- ▽ Design clarification or revision documents.
- ▽ Responses to construction "Requests for Information".

BASIC ENGINEERING & DESIGN SERVICES INCLUDED

Electrical Systems

- ▽ Electrical service entrance/utility coordination
- ▽ Manhole & duct bank design

CONTRACT ADOPTED BY REFERENCE

AIA Standard Form of Agreement between Architect and Consultant, Document C141-1997 is adopted and made part of this agreement with the exception of the following:

- 3.2 *Evaluation of Budget and Cost of Work*
- 3.2.5.4 *cooperate in revising the Project Scope and quality as required to reduce cost of the work*
- 9.2 *Arbitration*
- 12.5 *Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant's services rendered.]*

BASIS OF PROPOSAL

- ▽ Drawings/models from other design disciplines will be furnished in electronic format (DXF, DWG, or RVT) for our use on the project.
- ▽ Drawings and documents furnished for each deliverable listed in Project Phase Description will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).
- ▽ Requirements of the contract between SAIN Associates and the Owner do not apply unless specifically included in this proposal.

Goss Road Extension
Proposal for Electrical Engineering Services
February 9, 2023
Page 4 of 4

HOURLY RATES:

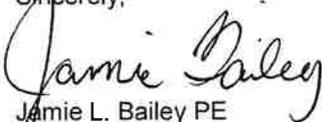
(*Hourly rates may be adjusted in accordance with normal salary review practices.)

Principals	\$140.00/hour
Senior Engineer	\$140.00/hour
Senior Project Manager	\$140.00/hour
Project Manager	\$120.00/hour
Project Engineer	\$110.00/hour
Senior Designer	\$100.00/hour
EIT	\$ 80.00/hour
Designer	\$ 80.00/hour
CADD Technician	\$ 70.00/hour
Administrative Assistant	\$ 60.00/hour

ACCEPTANCE

To approve our proposal, please sign in the space provided below and return to us for our files.
We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

Sincerely,



Jamie L. Bailey PE
Consulting Construction Engineering

ACCEPTED: _____

DATE: _____

Copies to:



2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

February 8, 2023

Sain Associates, Inc.
5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805

Attention: Mr. Harry Wilson P.E.
Title: Huntsville Branch Manager

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Consultation Services
Goss Road Extension & Secured Gateway Mass Grading
Huntsville, Alabama
Building & Earth Proposal No.: HV25031

Dear Mr. Wilson:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide Subsurface Exploration and Geotechnical Consultation for the Goss Road Extension & Secured Gateway Mass Grading project located in Huntsville, Alabama. This proposal documents our understanding of the project, outlines our approach to the work, and presents an estimated budget for our services.

Project information was provided by Mr. Harry Wilson with Sain to Mr. Srdj Boskovic with Building & Earth. We were also provided with the following PDF drawings:

- Secured Gateway Conceptual Mass Grading drawing, dated January 30, 2023.
- Goss Road Extension drawing, dated December 15, 2022

We understand the project consists of construction of approximately 2,300 linear feet of roadway section (Goss Road Extension) and mass grading of Secured Gateway.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
Proposal No.: HV25031, February 8, 2023

SITE GEOLOGY

According to the Geologic map of Alabama (Special Map 220), the subject site is underlain by the Tusculumbia Formation of Mississippian Age, which is a part of the Interior Low Plateaus physiographic section. The bedrock associated with the Tusculumbia consists of light gray limestone with chert nodules. The rock weathers to a moderately to highly plastic clay with occasional chert.

Since the Tusculumbia is primarily a carbonate rock, it is subject to dissolution along both joints and bedding planes. The dissolution process tends to initially form vertical slots in the limestone. The overlying residual soil can be eroded downward into these vertical slots which subsequently become filled with soft, wet soils. As a result of the physical and chemical weathering process, the bedrock surface is typically highly variable, with relatively hard blocks and pinnacles separated by soil-filled slots. Sinkholes are common in the Tusculumbia Formation due to solution cavities and zones of fracturing associated with the bedrock.

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The work will include soil test borings, double ring infiltrometer field permeability testing, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Coordination & Field Exploration

- **Coordination and Scheduling:** We plan to use our in-house drillers to drill this site and will coordinate our work with you.
- **Utility Clearances:** Since the site located inside the Redstone Arsenal, we will call Wolf Creek for utility clearances.
- **Site Access:** The eastern half of the site appears to be wooded thus clearing will be required in order to access boring locations.
- **Drilling and Sampling:**
 - We will perform a total of 77 soil test borings throughout the site to a depth of 10 feet or auger refusal, whichever occurs first. Six Standard Penetration Test (SPT) borings will be performed in the Goss Road Extension section and the remaining 71 SPT borings will be performed in the general area of Secured Gateway Mass Grading. Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed at 2-1/2 foot intervals in the

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
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upper 10 feet. The proposed boring location plan is shown on the following page.



Figure 1. Proposed Boring Locations

- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, the borings will be backfilled with auger cuttings.
- To evaluate the drainage in the proposed detention area in the northwest portion of site, we will also perform two double ring infiltrometer tests at the proposed bottom elevation of the detention area.

Laboratory Testing

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
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Test	ASTM	No. of Tests
Natural Moisture Content	D2216	120
Atterberg Limits	D4318	15
Material Finer Than No. 200 Sieve by Washing	D1140	15
Laboratory California Bearing Ratio	D1883	2

Engineering Analysis and Reporting

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Recommendations for appropriate pavement buildup for the Goss Road extension.
- Infiltration test results.

FEE AGREEMENT

Base Services Fee:

Task	Fee
Coordination and Field Exploration (including clearing access to boring locations)	\$35,900
Laboratory Testing	\$4,450
Engineering Analysis and Reporting	\$3,900
LUMP SUM FEE	\$44,250

Authorization*

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered

Goss Road Extension & Secured Gateway Mass Grading, Huntsville, AL
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that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

After issuance of the FINAL report, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis for a Geotechnical Professional at a rate of **\$150/hr.**

SITE ACCESS AND UTILITIES

Based on our experience at the project site, it appears that the eastern half of the site is wooded and clearing will be required in order to access our borings. We will notify the Wolf Creek service to locate buried utility lines. Additionally, we request that the owner identify any buried utilities at the site. Building & Earth Sciences, Inc. will not be held responsible for damage to any unmarked utility lines. Regrading and revegetation of areas disturbed by our drilling equipment is not included. Borings will be backfilled with auger cuttings upon completion of drilling.

SCHEDULE

We anticipate that the field operations can be started within 15 business days after receiving written authorization to proceed. The fieldwork will take about 7 working days to complete. The written report will be available within 10 business days following completion of the field exploration.

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

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CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Srdj Boskovic, P.E.
Regional Manager



Jeff C. Pepper, P.E.
Chief Engineer

**PROPOSAL FOR PROFESSIONAL
LANDSCAPE, IRRIGATION DESIGN SERVICES**

**GOSS ROAD AND
SECURED GATEWAY EXTENTION
Huntsville, Alabama**

PREPARED FOR:

**Mr. Harry Wilson, P.E.
SAIN ASSOCIATES
5021 Technology Drive NW
Suite B2
Huntsville, Alabama 35805**

Prepared By:

GreenView Studio, Inc.
2700 Lanark Road
Birmingham, Alabama 35223

February 13, 2023

OUR APPROACH AND SCOPE OF WORK

It's our understanding that the The Redstone Gateway development will require Landscape and Irrigation design services. The scope includes the Secured Gateway and Goss Road Extension (2300 LF of roadway).

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to Sain Associates. We avoid conflicts by aggressively seeking out the pertinent information and applying it accurately.

Experience in working with developers, architects, and their unique deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

SCHEMATIC DESIGN

In this phase we will provide a preliminary evaluation of the proposed program, schedule and construction budgets.

After agreement on this preliminary evaluation, we agree to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by Sain Associates. Additionally, we will:

- Review and integrate any city/county and/or COPT landscape requirements.
- Assist in the review of the overall Site Master Plan and its' relationship to traffic and pedestrian circulation.
- Collaborate on the development of the utilities, grading and lighting.
- Collaborate with the Environmental Designers on the design direction for future project site signage.
- Collaborate with other consultants (i.e. lighting and city depts.).

One design meeting for review is also included in this phase.

DESIGN DEVELOPMENT

Based upon the approved Schematic Design documents and authorized adjustments to the program, schedule and budget, we will prepare Design Development Documents with graphics and related documentation as required. The following tasks will include:

- Review updated Site Layout Plan, sections and utility plans as necessary.
- Prepare revised Design Development Drawings of the site landscape plans incorporating any changes for your approval.
- Assist in the preparation and updating of the design budget estimate.

- Develop Irrigation Limits/Sleeving Plan.

One design meeting for review is also included in this phase.

CONSTRUCTION DOCUMENTS

Based on your approval of the Design Development Drawings and any adjustments in the scope of the project directed at this time, we agree to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work;
- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

Two meetings for final design approval and coordination are included in this phase.

CONSTRUCTION ADMINISTRATION

We will perform the following construction administration activities:

- Prepare sketches or other documents covering proposed changes or corrections in the Work for the Client's review. Scope changes requiring changes to the Construction Documents are considered Additional Services.
- Prepare and distribute clarifications, detailing, and minor changes in the Work necessary to clarify or supplement the Construction Documents.
- Tag and approve selected samples of all proposed plant material. This selection/approval will occur at tree farms and/or nurseries prior to shipment of material.
- Review and evaluate Contractor's Application for Payment based on observations at the site and on the data comprising the Application for Payment.
- Recommend to the Owner that work not conforming to the Contract Documents be rejected.
- Review Change Orders and Construction Change Directive for the Owner's approval and execution.
- Conduct three site observations, as necessary, to determine the date of Substantial Completion of the project and prepare a punchlist of incomplete work.
- Conduct one final site observation to confirm completion of punchlist items necessary for final completion of the Project.
- Review and transfer the Contractor's closeout documents required by the Contract Documents.

PROFESSIONAL FEES

We propose the following fee stipulations based on your site plans. Our professional fees quoted are all-inclusive and includes all meetings, design, drafting, and administrative time. GreenView Studio, Inc. acknowledges and agrees with the City of Huntsville Contract that Sain Associates is required to abide by for our services.

Reimbursable expenses are invoiced monthly in addition to the professional services. They are expenses incurred as a necessary part of producing the work. All reimbursable expenses will be invoiced at our cost and copies of expenses will be provided with the invoice. We estimate that the reimbursable expenses should not exceed \$200.00. These expenses will coincide with the City of Huntsville contract Article 8.4 include plotting, printing, postage, overnight mail, presentation materials, airfare, car rental, travel time, lodging, and meals (all pre-approved).

We have prepared our fee based on the information provided to us and the preceding scope of work.

SCHEMATIC DESIGN

- Site Design Coordination
- Landscape Plan at 30' Scale
- Construction Budget
- Sketches/photos to Communicate Design Intent
- **Total:** **\$7,000.00**

DESIGN DEVELOPMENT

- Landscape Plan at 30' Scale, w/ Enlargements at 10' Scale
- Construction Budgets
- Sketches/photos to communicate design intent
- Irrigation Limits/Sleeving Plan
- **Total:** **\$5,000.00**

CONSTRUCTION DOCUMENTS

- Landscape Plan and Details
- Construction Budgets
- Irrigation Plan and Details

- **Total:** **\$10,000.00**

CONSTRUCTION ADMINISTRATION

- **Total:** **\$5,000.00**

Grand Total: **\$27,000.00**

Additional Services accepted outside of the scope required in the Contract would be negotiated separately with Sain Associates:

Our hourly rates are as follows:

Principal	\$ 110.00
Senior Associate	\$ 85.00
Staff Landscape Architect	\$ 65.00
Administrative	\$ 50.00

We thank you for the opportunity to be of service to you and pledge to you, our very best efforts for an outstanding, successful project together.

Sincerely,

Lois S Mash

Lois S. Mash, ASLA

Accepted:
SAIN ASSOCIATES, INC.
BY: Harry Wilson, PE
Huntsville Branch Manager



Signature of Authorized Representative

Date: 4/19/23

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): Sain Associates Inc.
- ☐ City of Huntsville current taxpayer identification number (if available): 7173
(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 <i>(check appropriate box)</i>	Entity I.D. Number <i>& State</i>
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<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>016-162 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: *Vanna Ruffledge* Title (if applicable): Controller, VP.
 Type or legibly write name: Vanna Ruffledge Date: 1/30/12

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

ATTACHMENT 4 **DESIGN REVIEWS**

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4 **DESIGN REVIEWS**

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4 **DESIGN REVIEWS**

90% COMPLETE – FINAL REVIEW

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

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

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

ATTACHMENT 5
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFERENCE PAGE 11 OF ATTACHMENT 1

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

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
GreenView Studio, Inc. 2700 Lanark Road Birmingham, AL 35223	Landscape and Irrigation Services	\$27,000.00
Consulting Construction Engineering 1028 23 rd Street South Birmingham, AL 35205	Electrical Engineering Services	\$28,000.00
Building & Earth Sciences, Inc. 2607 Leeman Ferry Road Suite 5 Huntsville, AL 35801	Subsurface Exploration and Geotechnical Consultation Services	\$44,250.00
	SUB-TOTAL	\$99,250.00
	5% Administrative Fee	\$4,962.50
	TOTAL	\$104,212.50

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

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

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

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

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

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

DO _____

DO NOT _____

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

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

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

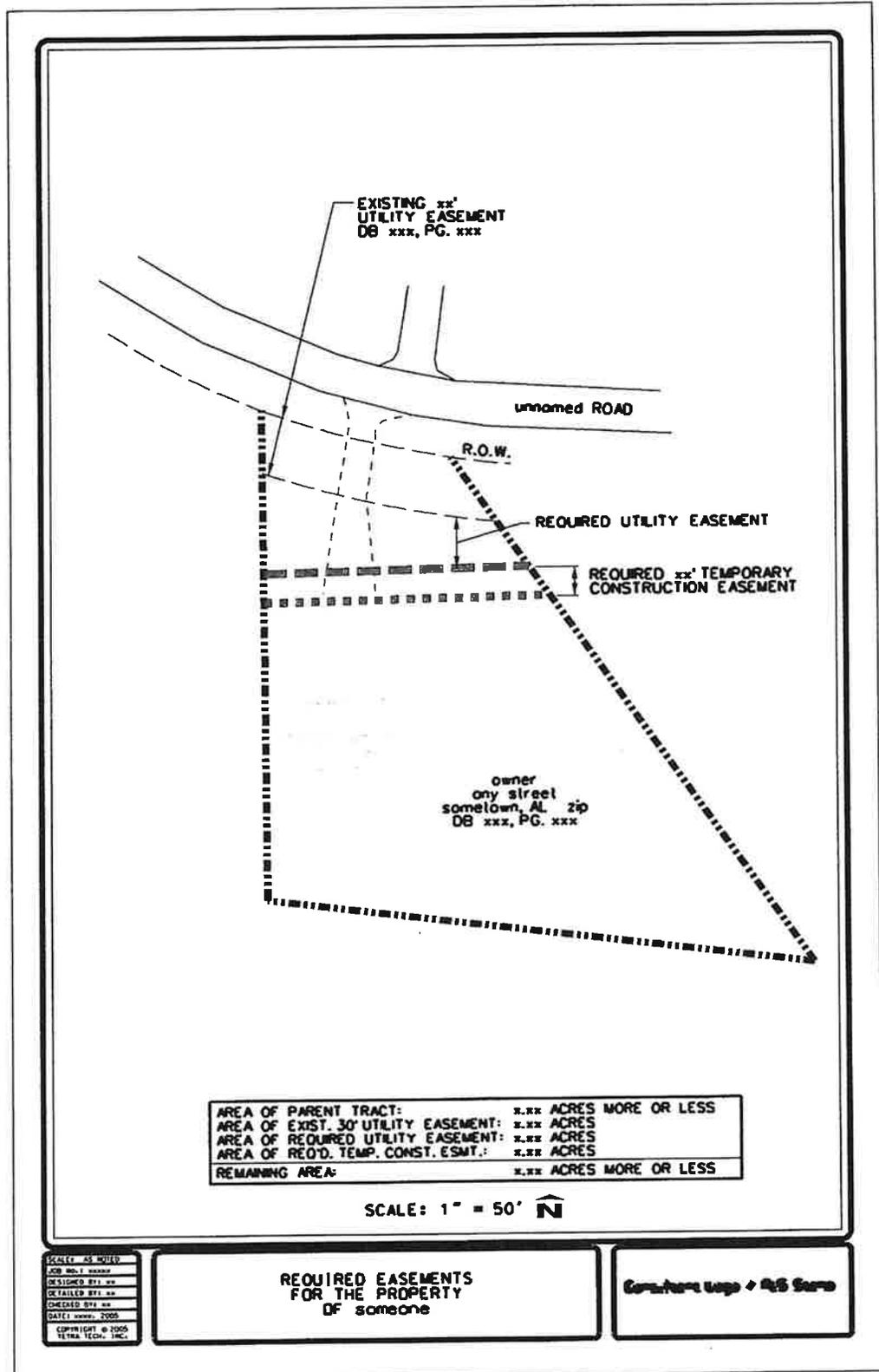
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____

OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards (SAMPLE)

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

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

ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

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

_____ Engineer