



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/24/2023

**File ID:** TMP-3230

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Croy Engineering, L.L.C., for Land Surveying Services for Project Roots, Project No. 71-23-SP41.

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-530000-BUDGET01

**City Cost Amount:** \$25,000.00

**Total Cost:** \$25,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Professional services contract to create a subdivision and development tract for Project Roots along Green Cove Rd. Professional services contract in a Lump Sum total contract amount of \$25,000.00.

## 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 Croy Engineering, L.L.C., in the total amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for Land Surveying Services for Project Roots, Project No. 71-23-SP41, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Croy Engineering, L.L.C., for Land Surveying Services for Project Roots, Project No. 71-23-SP41," consisting of a total of seventeen (17) pages plus twenty-three (23) additional pages consisting of Attachments 1-15, and the date of August 24, 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 24th day of August, 2023.

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

**APPROVED** this the 24th day of August, 2023.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**CROY ENGINEERING, L.L.C.**  
**FOR**  
**LAND SURVEYING SERVICES**  
**FOR**  
**PROJECT ROOTS**

**Project I.D. Number 71-23-SP41**

**August 24, 2023**

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**President of the City Council of the  
City of Huntsville, AL**

**Date: August 24, 2023**

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
CROY ENGINEERING, L.L.C.  
FOR  
LAND SURVEYING SERVICES  
FOR  
PROJECT ROOTS  
PROJECT NO. 71-23-SP41**

THIS AGREEMENT made as of the 24th day of August in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and CROY ENGINEERING, L.L.C., (hereinafter called SURVEYOR).

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

**ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR**

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

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

**ARTICLE 2 - SURVEYING SERVICES OF THE SURVEYOR**

- 2.1** SURVEYOR shall provide for OWNER Professional Land Surveying Services for Project Roots.

- 2.2** These services shall include consultation and advice for surveying services as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The SURVEYOR warrants that such documents are accurate, coordinated, and adequate, 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.
- 2.4** The SURVEYOR 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.
- 2.5** The SURVEYOR shall obtain all Planning Commission approvals as required.
- 2.6** The SURVEYOR shall promptly correct, or have corrected, any errors, omissions, deficiencies, or conflicts in the SURVEYOR's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction, or distribution.
- 2.7** Field surveying work is required and shall be performed in accordance with "Standards of Practice 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

- 2.8** The SURVEYOR 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).
- 2.9** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the surveying 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**

#### **ARTICLE OMITTED**

## **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the SURVEYOR are not included in Article 2. Nevertheless, the SURVEYOR 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 SURVEYOR, 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 SURVEYOR, either in whole or in part.
- 4.3** Providing expert witness services and other services arising out of claims.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

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

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

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The SURVEYOR shall commence services pursuant to this agreement as of August 25, 2023. The final completion date for the completion of design services outlined in Article 2 shall be December 23, 2023.

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

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

## **ARTICLE 7 - PAYMENT TO THE SURVEYOR**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Lump Sum Amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for Professional Land Surveying Services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 EFFECTIVE DATE**

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

### **PAYMENT SUMMARY**

Land Surveying Services	
Lump Sum Amount of	\$25,000.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$25,000.00</u></b>



## **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

### **8.1 INVOICES**

**8.1.1** The SURVEYOR shall submit monthly invoices to The Administrative Officer in the Engineering Department for the basic services described under Article 2 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 SURVEYOR 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. 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 SURVEYOR on the invoice shall constitute the SURVEYOR'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 SURVEYOR covered by prior invoices have been paid in full, and that, to the best of the SURVEYOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the SURVEYOR the payment of any portion thereof should be withheld. Submission of the SURVEYOR's invoice for final payment and reimbursement shall further constitute the SURVEYOR's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the SURVEYOR to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. SURVEYOR 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 SURVEYOR, 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 SURVEYOR until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the SURVEYOR to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the SURVEYOR.

### **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](http://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 SURVEYOR 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 SURVEYING 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](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

OWNER and SURVEYOR 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 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the SURVEYOR and/or sub-consultant(s) for the PROJECT. The SURVEYOR and sub-consultant(s) agree that knowledge and consent to review of their work by other surveyors 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 surveyor.

#### **9.3 CLARIFICATION OF WORK**

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

#### **9.4 SUCCESSORS AND ASSIGNS**

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his interest in this Agreement without written consent of the other. 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 SURVEYOR.

## **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 SURVEYOR'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, SURVEYOR must assert any claim of SURVEYOR 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 SURVEYOR.

## **9.6 SURVEYOR'S RECORDS**

Documentation accurately reflecting services performed, and the time expended by the SURVEYOR and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the SURVEYOR. The SURVEYOR 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 SURVEYOR receives notification of a dispute or of pending or commencement of litigation during this five-year period, the SURVEYOR shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The SURVEYOR 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 SURVEYOR'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 SURVEYOR shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the SURVEYOR including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the SURVEYOR shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The SURVEYOR 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 SURVEYOR 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 SURVEYOR. The SURVEYOR 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 SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR'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 SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## **9.9 ESTIMATE OF CONSTRUCTION COST**

Since SURVEYOR 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, SURVEYOR 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 SURVEYOR. In the event of such a termination without cause, the SURVEYOR shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the SURVEYOR shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph.

## **ARTICLE 10 - INDEMNITY AND INSURANCE**

### **10.1 INSURANCE**

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

**10.5 ACCEPTABILITY OF INSURERS:**

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

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the SURVEYOR shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The SURVEYOR 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 SURVEYOR.
- 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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.

### **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 SURVEYOR.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the SURVEYOR 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 SURVEYOR, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the SURVEYOR 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 SURVEYOR 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 STRICT COMPLIANCE**

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

#### **11.10 WAIVER**

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

#### **11.11 SEVERABILITY**

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

#### **11.12 ETHICS**

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

#### **11.13 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the SURVEYOR 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 SURVEYOR.

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

**SURVEYOR:**  
**CROY ENGINEERING, L.L.C.**

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

BY: \_\_\_\_\_  
Houston Matthews

BY: \_\_\_\_\_  
Tommy Battle

TITLE: Manager of Engineering Services

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 attached letter dated August 2, 2023, from Houston Matthews to Jim McGuffey, and Attachments.)**



August 2, 2023

Mr. Jim McGuffey  
City of Huntsville  
320 Fountain Circle  
Huntsville, AL 35801

Re: Proposal for Professional Services  
Roots Victory Subdivision  
Huntsville, AL

Dear Mr. McGuffey:

Thank you for the opportunity to provide this proposal for professional services related to the above-referenced project. We propose to provide the following:

1. Subdivision Plat

Attached is a detailed description of our proposed Scope of Services, Additional Services, Summary of Fees, and Proposed Schedule. If this proposal is acceptable, please provide a professional services agreement and approved purchase order for our execution.

Again, we thank you for the opportunity to work with you on this project. Please contact me if you have any questions or if you need any additional information.

Sincerely,

Houston Matthews, P.E.  
Croy, *Manager of Engineering Services*

Cc: File



### Scope of Services

The City of Huntsville desires to subdivide the parcel indicted below to create a development tract for conveyance. The desired development tract is indicted in blue below.





### Subdivision Plat

Croy will prepare a subdivision plat of the parent property and creating the proposed development tract. The desired developed tract will be provided by the City of Huntsville. The subdivision plat will meet the City's requirement for property subdivision and will be submitted to the Planning Department for review and approval. The City of Huntsville will provide the appropriate property owner and certification information required on the subdivision plat. Croy will prepare a legal description of the development tract upon confirmation and/or approval of the subdivision by the City of Huntsville and/or approval. Croy will record the approved subdivision with the Madison County Probate Judges office upon acceptance or approval by the City of Huntsville.

### **Additional Services**

The following services are excluded from the Scope of Services and are considered Additional Services:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or the Engineer's Sub-Consultants.
2. Topography and utility location markings.
3. Engineering design services or re-subdivision.

*Fees for Additional Services: The fees for additional services, upon request and authorization by the Client, will be billed at Croy's standard hourly rates or at a negotiated lump sum amount.*

### **Summary of Fees**

<b>Description</b>	<b>Type</b>	<b>Fee</b>
Subdivision Plat	Lump Sum	\$25,000

*Fees for requested services to be provided on a time and materials or hourly basis will be billed to the Client at Croy's standard hourly rate table. Reimbursable expenses may include but are not limited to the following: printing, delivery charges, shipping, mileage, parking fees, lodging expenses, and document recording fees.*

### **Proposed Schedule**

Croy anticipates beginning work on the project within three (3) days from the Client's authorization to begin. The work is anticipated to be completed within four (4) weeks from the commencement of services.

**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): Croy Engineering, LLC
- City of Huntsville current taxpayer identification number (if available): 37527  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I.D. Number (if applicable)
<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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>0527087, Georgia</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<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/](http://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: James M. Croy Sr.Title (if applicable): managing partnerType or legibly write name: James M. Croy Sr.Date: 1.12.12



**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**

**100% COMPLETE**

1. All documents required for submittal to the Huntsville Planning Commission for approval.
2. One (1) mylar copy each of the recorded subdivision plats.

## ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE



**Standard Hourly Rate Table**

<b>Billing Title</b>	<b>Billing Rate</b>	<b>Billing Title</b>	<b>Billing Rate</b>
Senior Principal	\$350.00	Construction Manager	\$140.00
Principal	\$300.00	Engineer 3	\$140.00
Senior Professional 7	\$285.00	Program Manager	\$140.00
Senior Professional 6	\$275.00	Project Manager	\$140.00
Engineering Manager	\$260.00	Survey Field Manager	\$140.00
2 Man SUE	\$250.00	Engineer 2	\$135.00
Senior Professional 5	\$250.00	ROW Agent 3	\$135.00
Senior Project Manager 3	\$235.00	Designer 4	\$130.00
Senior Professional 4	\$230.00	Field Representative 5	\$130.00
Engineer 6	\$225.00	Landscape Architect	\$125.00
Senior Professional 3	\$200.00	Survey Manager 2	\$125.00
Senior Project Manager 2	\$195.00	Field Representative 4	\$120.00
Senior Professional 2	\$185.00	Project Coordinator 2	\$120.00
1 Man SUE	\$180.00	Engineer 1	\$115.00
Senior Project Manager	\$175.00	Administration 4	\$110.00
Engineer 5	\$165.00	Designer 2	\$110.00
Senior Professional 1	\$160.00	Field Representative 3	\$110.00
Engineer 4	\$150.00	ROW Agent 2	\$110.00
Landscape Architect 2	\$150.00	Survey Manager 1	\$110.00
Survey Manager 3	\$150.00	Designer 1	\$100.00
Field Representative 6	\$145.00		

**"All rates will remain in effect through the duration of the project"**

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

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

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

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

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

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MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE:	<u>December 23, 2023</u>	_____

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

COMMENTS:

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

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

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

\_\_\_\_\_  
CONSULTANT DATE

\_\_\_\_\_  
CITY PROJECT ENGINEER DATE

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

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	N/A	
	<b>SUB-TOTAL</b>	
	<b>5% Administrative Fee</b>	
	<b>TOTAL</b>	

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the SURVEYOR that are available from only one source.	OWNER	Prior to 100% submittal.	N/A	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor 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.	SURVEYOR	So as to not delay the services of the SURVEYOR.	2	Article 5.1, 5.2
Notification of delays.	SURVEYOR ; OWNER	Promptly	4	Article 6.1
SURVEYOR'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	OWNER	Upon notice from the OWNER.	2	Article 9.4

memoranda of verbal communications related to the PROJECT.				
Termination notification.	OWNER or SURVEYOR	7 days prior to termination.	<b>2</b>	Article 9.10 & 9.11
Certificate of Insurance for SURVEYOR.	OWNER	At 0% design conference	<b>1</b>	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.	<b>1</b>	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	<b>1</b>	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 4	<b>N/A</b>	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	<b>3</b>	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	<b>N/A</b>	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	<b>N/A</b>	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	<b>N/A</b>	Attachment 4
Legal descriptions for takings.	Project Engineer	60% design review, 90% review, 100% complete.	<b>N/A</b>	Attachment 4
Traffic Control plan.	Project Engineer	60% design review.	<b>N/A</b>	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	<b>N/A</b>	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	<b>N/A</b>	Attachment 4
Relocation of Utilities	Project Engineer	0%-review of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	<b>2</b>	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	<b>N/A</b>	Attachment 4
Digital copy of drawings.	Project	100% complete.	<b>1</b>	Attachment 4

	Engineer			
Digital text files.	Project Engineer	100% complete.	<b>1</b>	Attachment 4
Bid Quantities.	Project Engineer	100% complete.	<b>N/A</b>	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	<b>1</b>	Attachment 4
Field notes.	Project Engineer	100% complete.	<b>1</b>	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	<b>1</b>	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 6



## **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 SURVEYOR'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 SURVEYOR: \_\_\_\_\_

(Name)

ENGINEERING  
REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

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

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

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

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

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

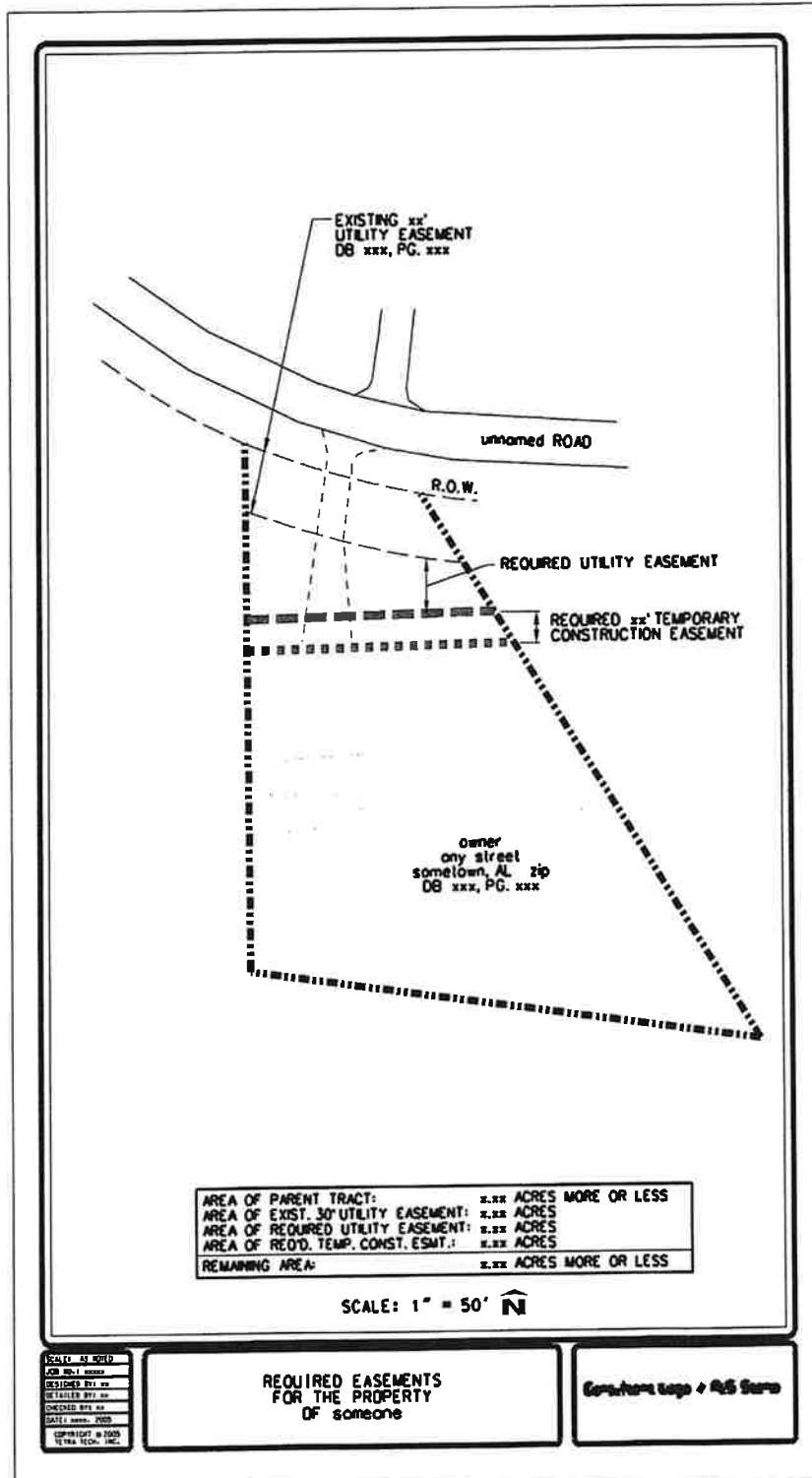
FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSTRUCTION PLANS FOR PROJECT NAME PROJECT INFORMATION		FOR THE CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXXX )		SAMPLE STANDARD DRAWING FORMAT	
<div style="position: relative;"> <div style="position: absolute; top: 10px; right: 10px; text-align: right;">           LOOKING MAP HERE         </div> <div style="position: absolute; top: 50px; left: 50px; text-align: center;"> </div> </div>		<h1 style="margin: 0;">HUNTSVILLE</h1> <p style="margin: 0;">The Star of Alabama</p>		<p style="margin: 0;"><u>INDEX OF DRAWINGS</u></p> <p style="margin: 0;">SHEET NO. _____</p> <p style="margin: 0; font-size: small;">INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	
<div style="position: relative;"> <div style="position: absolute; top: 10px; right: 10px; text-align: right;">           LOOKING MAP HERE         </div> <div style="position: absolute; top: 50px; left: 50px; text-align: center;"> </div> </div>		<h1 style="margin: 0;">HUNTSVILLE</h1> <p style="margin: 0;">The Star of Alabama</p>		<p style="margin: 0;"><u>INDEX OF DRAWINGS</u></p> <p style="margin: 0;">SHEET NO. _____</p> <p style="margin: 0; font-size: small;">INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>	

# **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						