



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/26/2026

File ID: TMP-6741

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and HDR Engineering, Inc., for Independent Design Check and Peer Review Services of an Engineering Design for Pedestrian Access Redevelopment Corridor (PARC), Project No. 71-26-SP29.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-520010-PARC0000-
City Cost Amount: \$494,357.00
Total Cost: \$494,357.00

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:

Engineering services contract with HDR Engineering for independent design check and peer review analysis for two (2) bridge structure associated with the PARC project in accordance with project funding requirements. Lump Sum contract in the amount of \$494,357.00.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville and HDR Engineering, Inc., in the amount of FOUR HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$494,357.00) for Independent Design Check and Peer Review Services of an Engineering Design for Pedestrian Access Redevelopment Corridor (PARC), Project No. 71-26-SP29, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and HDR Engineering, Inc., for Independent Design Check and Peer Review Services of an Engineering Design for Pedestrian Access Redevelopment Corridor (PARC), Project No. 71-26-SP29," consisting of a total of sixteen (16) pages plus thirty-four (34) additional pages consisting of Attachments 1-16, and the date of March 26, 2026 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 26th day of March, 2026.

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

APPROVED this the 26th day of March, 2026.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
HDR ENGINEERING, INC.
FOR
INDEPENDENT DESIGN CHECK AND PEER REVIEW SERVICES OF
ENGINEERING DESIGN
FOR
PEDESTRIAN ACCESS REDEVELOPMENT CORRIDOR (PARC)

Project ID Number 71-26-SP29

President of the City Council of the City of
Huntsville, Alabama
Date: March 26, 2026

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
HDR ENGINEERING, INC.
FOR
INDEPENDENT DESIGN CHECK AND PEER REVIEW SERVICES OF
ENGINEERING DESIGN
FOR
PEDESTRIAN ACCESS REDEVELOPMENT CORRIDOR (PARC)
Project ID Number 71-26-SP29

THIS AGREEMENT made as of the 26th day of March in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and HDR ENGINEERING, 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 independent design check and peer review services of Pedestrian Access Redevelopment Corridor (PARC), 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 – INDEPENDENT DESIGN CHECK AND PEER REVIEW ENGINEERING SERVICES

ENGINEER shall provide for OWNER professional engineering services for the independent design check of the Cable Suspension Pedestrian and Bicycle Bridge (“Suspension Bridge”) of the Pedestrian Access and Redevelopment Corridor (“PARC”) and a peer review of the Huntsville Madison County Railroad (“HMCR”) Bridge over Pinhook Creek design, Project No. 71-26-SP29.

- 2.1 These services shall include an independent design check and peer review as more fully detailed in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.2 A contract for the professional services of an engineering design professional shall require the engineering design professional to perform the services with the professional skill and care ordinarily provided by a competent engineering 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.
- 2.3 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 **OMITTED**

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. ENGINEER shall be entitled to rely upon the accuracy and completeness of such available information.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain

advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

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

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of March 27, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be March 27, 2027. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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 FOUR HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$494,357.00) 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

Independent Design Check of Cable Suspension Bridge and Peer Review of HMCR Bridge for PARC Project	
LUMP SUM AMOUNT OF	\$494,357.00
TOTAL CONTRACT AMOUNT:	<u>\$494,357.00</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 and peer review services 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.

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 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.

9.10 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.

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.

Neither party to this Agreement shall be liable to the other party or any entity claiming by or through the other party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied.

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 Agreement 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. ENGINEER shall keep confidential all such information and shall not, without the prior written consent of OWNER, disclose any such information. ENGINEER shall not be required to keep confidential information that (a) is or becomes part of the public domain; (b) can be proven by ENGINEER to have been in ENGINEER's possession or known by ENGINEER prior to the date of disclosure by ENGINEER; (d) is furnished by OWNER with written permission to disclose; (e) is independently developed by ENGINEER; or is (f) required by law to be disclosed. 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, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered 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.

ENGINEER warrants and certifies that ENGINEER, its employees and consultants can objectively provide the required Independent Design Check and Peer Review services included in this agreement without any conflict of interest and that ENGINEER, its employees, and consultants have no interest (financial, professional, or personal) that conflicts with their obligations required by this Agreement. If a conflict arises during the Agreement term, ENGINEER shall immediately notify the OWNER in writing. The OWNER may terminate the Agreement if in the opinion of the Owner such conflict hinders the Consultants ability to perform objectively.

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:
HDR ENGINEERING, INC.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Ryan Hedlund

BY: _____
Tommy Battle

TITLE: _____
Project Manager

TITLE: _____
Mayor

ATTEST: _____

ATTEST: _____

Given under my hand this _____ day

Given under my hand this _____ day

Of _____, 2026.

Of _____, 2026.

Notary Public

Notary Public

My commission expires _____

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated March 20, 2026, from Ryan Hedlund to Kathy Martin and attachments).



Independent Design Check Proposed Scope of Services

HDR Engineering, Inc. (HDR), on behalf of the City of Huntsville, will provide an Independent Design Check (IDC) for the proposed US Hwy 231 and US Hwy 431 pedestrian and bicycle suspension bridge, a component of the Pedestrian Access and Redevelopment Corridor (PARC) project. The pedestrian suspension bridge will cross over Memorial Parkway and Governors Drive. The IDC will be initiated upon receipt of the 60% design plans from the City and will be a design review as detailed in the tasks below. HDR is not the Engineer of Record (EOR) for the suspension bridge and is providing independent review services for the benefit of and as a Representative of the Owner (City of Huntsville). The IDC is not a certification by HDR of the EOR's design, nor is it a substitute for the EOR's professional engineering responsibilities for design conformance and quality control. HDR shall perform the IDC in accordance with the standards of the profession. However, HDR's IDC of the EOR's design shall not relieve the EOR from its responsibility for providing a design in accordance with applicable contractual requirements. HDR assumes no responsibility or liability for the EOR design; including any errors, omissions, or other deficiencies therein; and the City of Huntsville will look solely to the EOR if any such errors, omissions, or deficiencies are ultimately discovered.

In addition, HDR will provide Peer Review services for the proposed Huntsville Madison County Railroad (HMCR) Bridge over Pinhook Creek. The Peer Review will consist of review of the drawings and calculations for reasonableness based on HDR's experience with similar projects, and will not include independent analysis or calculations.

Task 1 – Project Management

HDR will manage all aspects of the IDC and Peer Review processes, including coordination of submittal reviews, documentation of technical progress, and maintenance of project files. HDR will track design changes between submittal milestones and document modifications relevant to structural performance, constructability, and geometry. Project schedules and task status will be monitored throughout the review period. Co-location will not be required for the IDC and Peer Review Team.

HDR will participate in the following anticipated meetings throughout the IDC process:

- Independent Design Check Kickoff Meeting with the City and Designer to review the overall project scope, bridge geometry, design criteria, and anticipated submittal schedule.
- Monthly Coordination Meetings to discuss progress, clarify technical questions, and address issues identified during the review process.
- 90% Design Update and Comment-Resolution Meeting
- Final Design Update Meeting
- Final Comment-Resolution Meeting

Task 2 – Bridge Independent Design Check – Pedestrian Suspension Bridge

The IDC will include the development of independent analytical models, design spreadsheets, and calculation packages to verify the structural behavior of the cable-supported pedestrian bridge, including the suspension system and supporting components, and that the EOR's design meets the design requirements. The review will include:

- Evaluation of global bridge geometry and sufficiency of minimum lateral and vertical clearance requirements
- Development of an independent 3D global structural model, including staged construction analysis, and incorporation of project-specific wind loads developed by the Wind Engineer for the Design Team. The IDC global model will be developed using Larsa or CSiBridgeSoftware, at HDR's discretion. Additional software that may be utilized for the IDC includes, but is not limited to, FB Multiplier, XTRACT, and spColumn.
- Check of pier and tower stability and design sufficiency; checks will include evaluation of combined axial and flexural demands including geometric non-linearity
- Check of suspended superstructure design and major structural elements including girders, floor beams, deck, steel splices, suspender diaphragms, and other major superstructure cross section components; checks will include longitudinal and transverse bending, shear, torsion, and warping derived from the eccentric hanger connections
- Evaluation of suspension system including main cables, suspender cables, connections, and anchorage systems; evaluation will include tensile demand and utilization, fatigue screening, and eccentric connection effects
- Development of 3D substructure models incorporating soil-structure interaction and check of foundation designs; soil properties and profile data to be provided by the Project Geotechnical Engineer
- Assessment of global serviceability and movement criteria including vertical deflection, torsional rotation, modal properties, and acceleration under specified live load conditions
- Assessment of structure expansion joints and bearings
- Review of constructability and high-level plans review
- Review of project-specific wind engineering report to verify compliance with the wind provisions of AASHTO LRFD Design Specifications, including review of the report to ensure developed loads are compliant with LRFD provisions for flexible bridges (including wind tunnel testing and a site-specific analysis of historical wind data).
- Review of specifications and special provisions

Items to be provided by the City to support the IDC include:

- 60%, 90%, and final design plans and calculations
- Project-specific wind report
- Geotechnical report
- Design schedule
- Specifications and special provisions

The following are excluded from the pedestrian suspension bridge IDC:



- Independent project-specific wind study or wind tunnel testing; wind analysis to be performed by the Specialty Wind Engineer
- Development of soil properties and profile information; geotechnical data to be provided by the Project Geotechnical Engineer
- Review of bridge security items
- Review of ancillary systems including electrical systems, lightning protection, etc.
- Settlement analysis
- Review of construction phase submittals
- Load ratings
- Quantity calculations
- Review of maintenance of traffic (MOT) approach proposed during construction
- Evaluation of any components not included in Task 2 unless expressly requested and agreed to between the City and HDR

Task 3 – Peer Review – HMCR Bridge

HDR will review and comment on the design drawings, specifications, and structural calculations for the proposed HMCR Bridge. The purpose of the review is to verify that the designer's plans appear to meet the design requirements of AREMA and ALDOT standards and practices. These reviews will include a review of the 90% plan submittal and a final comment resolution at Final plan submittal.

Items to be provided by the City to support the Peer Review include:

- 90% and final design plans and calculations
- Design schedule
- Specifications and special provisions

The following are excluded from the HMCR Bridge Peer Review:

- The plans will be reviewed for conformance with structural design requirements only, not for conformance with environmental, hydraulic, hydrologic, or geotechnical considerations.
- Review of shop fabrication drawings and other construction phase submittals are not included in this scope.
- Load ratings
- Quantity calculations

Task 4 – Comment Resolution

- During the performance of the IDC of the pedestrian suspension bridge 60% design and HMCR Bridge Peer Review, HDR will maintain a comment log for discussion during monthly coordination meetings. Upon completion of the 60% IDC, HDR will provide the completed 60% IDC comment log to the City, including responses provided by the EOR and dispositions to date.
- Following receipt of the 90% design submittal, HDR will verify and document changes made since the 60% design submittal and finalize the 90% IDC and HMCR Bridge Peer



Review. HDR will update the dispositions of 60% IDC comments, add additional comments from the 90% IDC, and provide to the City in advance of the Comment Resolution Meeting.

- HDR will evaluate the Design Team's responses to the 90% IDC comments, determine adequacy of proposed resolutions, and recommend whether a revised submittal is warranted. HDR will update independent models and calculations as necessary and will coordinate comment dispositions with the Owner.
- After receipt of the Final Design submittal, HDR will verify changes from the 90% design and finalize the pedestrian suspension bridge IDC and HMCR Bridge Peer Review. HDR will prepare and submit final comments and documentation confirming comment resolution.

Task 5 – QA / QC

HDR will perform internal checking and QC of all technical analyses, calculations, and deliverables prepared by HDR, in accordance with Project Design Guidelines and the HDR Quality Management System. HDR's QA/QC will cover the IDC documentation only. Please note that this effort does not constitute a QA/QC of the EOR's design.

Task 6 – Submittal Forms and Certification Letter

HDR will prepare and submit required IDC summary forms at the conclusion of the 90% and Final Design reviews. HDR will prepare and submit a final signed and sealed IDC letter documenting completion of the independent review process and summarizing confirmation of design adequacy. HDR will prepare a final IDC report summarizing the independent analyses, findings, and conclusions, including the final coordinated IDC Comment Log documenting resolution of all comments. The IDC is not a substitute for the EOR's professional engineering responsibilities for design conformance and quality control.

Deliverables

HDR will submit the following deliverables to the City of Huntsville.

- For the pedestrian suspension bridge:
 - IDC comment log documenting comments, responses and resolutions at 60%, 90% and at Final
 - IDC report summarizing the analysis, findings and conclusions of the check
 - Backup calculations prepared to support the checking process consolidated into a report and submitted in pdf form (as well as individual electronic design files if requested)
 - Signed and sealed letter at the conclusion of the IDC documenting completion of the review process and summarizing confirmation of design adequacy
- For the HMCR Bridge:
 - A comment log documenting comments, responses and resolutions to the plans and project specifications



Additional Future Services

HDR understands that there could be a potential need in the future to serve as a fact witness with respect to HDR's deliverables outlined above. In such a case, expenses related to acting in such capacity and travel would be negotiated with the City of Huntsville at that time.

A handwritten signature in blue ink, appearing to be 'R. D. ...', written over a horizontal line.

Signed

The handwritten title 'Project Manager' in blue ink, written over a horizontal line.

Title

The handwritten date '3/20/26' in blue ink, written over a horizontal line.

Date

Project No. _____ County <u>Madison</u> Description <u>PARC Project Independent Design Check</u> Scope of Work <u>ICD and Peer Review of PARC bridges</u> Project Length <u>0.00 Miles</u> Consultant <u>HDR Engineering, Inc.</u>						
	Project Manager	Sr. Technical Advisor	Suspension Bridge Expert	Sr. Bridge Engineer	Bridge Engineer	
Task: Independent Design Check						
Evaluate Global Geometry - Clearance Checks	--	--	3.00	1.50	4.00	
Review Wind Report	--	0.25	2.00	--	2.25	
Develop Independent Check Analysis Model	--	0.50	15.00	5.00	22.50	
Model Post-Processing and Demand Tabulation	--	--	5.00	4.00	17.00	
Check Towers / Piers - Const Stages / Permanent Condition	--	0.25	7.50	3.00	10.50	
Check Suspended Superstructure - Const Stages / Permanent Condition	--	0.25	15.00	--	15.00	
Check Cables / Hangers - Const Stages / Permanent Condition	--	0.25	5.00	--	5.00	
Analyze / Check Foundations incl Soil-Structure Interaction	--	0.25	5.00	3.00	11.50	
Evaluate Expansion Joints / Bearings	--	0.25	1.00	2.00	3.00	
Plans Review (60%, OTS, 90%, Final)	--	3.00	5.00	4.00	--	
Checking Team Internal Meetings (assume 24)	3.25	3.25	3.00	3.25	3.00	
QA/QC	--	--	--	11.25	--	
Independent Design Check Totals	3.25	8.25	66.50	37.00	93.75	
TOTALS	3.25	8.25	66.50	37.00	93.75	

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No.	
County	Madison
Description	PARC Project Independent Design Check
Scope of Work	ICD and Peer Review of PARC bridges
Project Length	0.00 Miles
Consultant	HDR Engineering, Inc.
Fee Proposal (Independent Design Check - Pedestrian Suspension Bridge)	

PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager	3.25	\$ 620.64	\$ 2,017.08
Sr. Technical Advisor	8.25	\$ 1,087.84	\$ 8,974.68
Suspension Bridge Expert	66.50	\$ 630.64	\$ 41,937.56
Sr. Bridge Engineer	37.00	\$ 797.28	\$ 29,499.36
Bridge Engineer	93.75	\$ 501.89	\$ 47,052.19
Total Direct Labor			\$ 129,480.87
Combined Overhead (%)	161.23		\$ 208,762.01
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 338,242.88
			\$ 33,824.29
Operating Margin (10%)			\$ 372,067.17
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 372,067.17
Facilities Capital Cost of Money (% of Direct Labor)	0.54		\$ 699.20
TOTAL FEE			\$ 372,766.37

**See Grand Total Fee sheet

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No. _____
 County Madison
 Description PARC Project Independent Design Check
 Scope of Work IDC and Peer Review of PARC bridges
 Project Length 0 Miles
 Consultant HDR Engineering, Inc.

Out-of-pocket Expenses (Independent Design Check - Pedestrian Suspension Bridge)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	1	1000	1000	\$ 0.10	\$ 100.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 100.00

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

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

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses \$ 100.00

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

<p>Project No. _____</p> <p>County <u>Madison</u></p> <p>Description <u>PARC Project Independent Design Check</u></p> <p>Scope of Work <u>ICD and Peer Review of PARC bridges</u></p> <p>Project Length <u>0.00 Miles</u></p> <p>Consultant <u>HDR Engineering, Inc.</u></p>					
Peer Review - HMCRA					
Task: Peer Review	Project Manager	Sr. Railroad Bridge Engineer	Bridge Engineer	Sr. Bridge Engineer	
90% Plans Review	0.25	1.00	3.00	--	
Final Plans Review	0.25	0.50	1.00	--	
Rail Team Internal Meetings (assume 2)	0.25	0.25	0.25	--	
QA/QC	--	--	--	2.00	
Peer Review Totals	0.75	1.75	4.25	2.00	
TOTALS	0.75	1.75	4.25	2.00	

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No. _____			
County Madison			
Description PARC Project Independent Design Check			
Scope of Work ICD and Peer Review of PARC bridges			
Project Length 0.00 Miles			
Consultant HDR Engineering, Inc.			
Fee Proposal (Peer Review)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager	0.75	\$ 620.64	\$ 465.48
Sr. Railroad Bridge Engineer	1.75	\$ 671.68	\$ 1,175.44
Bridge Engineer	4.25	\$ 501.89	\$ 2,133.03
Sr. Bridge Engineer	2.00	\$ 797.28	\$ 1,594.56
Total Direct Labor			\$ 5,368.51
Combined Overhead (%)	161.23		\$ 8,655.65
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 14,024.16
Operating Margin (10%)			\$ 1,402.42
Sub-Total			\$ 15,426.58
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 15,426.58
Facilities Capital Cost of Money (% of Direct Labor)	0.54		\$ 28.99
TOTAL FEE			\$ 15,455.57

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No. _____
 County Madison
 Description PARC Project Independent Design Check
 Scope of Work IDC and Peer Review of PARC bridges
 Project Length 0 Miles

Consultant HDR Engineering, Inc.

Out-of-pocket Expenses (Peer Review)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

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

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

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
-------------------------------------	-------------

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. _____
County Madison
Description PARC Project Independent Design Check
Scope of Work ICD and Peer Review of PARC bridges
Project Length 0.00 Miles

Review Coordination and Comment Resolution		Project Manager	Sr. Technical Advisor	Suspension Bridge Expert	Sr. Bridge Engineer	Sr. Railroad Bridge Engineer	Bridge Engineer	Administrative/ Clerical
Task - Inter-Agency Coordination								
Kickoff Meeting w/ COH/Rosales	0.25	0.25	0.25	0.25	0.25			
City of Huntsville Monthly Progress Meetings (assume 6)	0.75	0.75	0.75		0.75	0.25		
Coordination Meetings w/ COH/Rosales (assume 3)	0.75	0.75	0.75	0.75	0.75			
Comment Resolution/ Design Update Meetings (assume 3)	0.50	0.50	0.50	0.50	0.50	0.25		
Manage Submittal Reviews, Schedule, Task Status	6.00							
Maintain Comment Log	1.50	0.25	0.25	0.25	0.25	0.25		
Review/Resolve Comment Responses		2.00	2.00	4.00	2.00	0.25		
Prepare Final Comment Disposition Documentation	0.50	0.50	0.50	2.00	1.00	0.25		
QA/QC of Comment Log Documentation	1.00	2.00	2.00					
Inter-Agency Coordination Totals	11.25	7.00	7.75	5.50	1.00	0.75	0.00	0.00
Task - Final IDC Report and Certification Letter								
Prepare Final IDC Report (incl. cert letter and comment log)	2.00	2.00	2.00	2.00	2.00			
QA/QC of Final IDC Report	2.00	2.00						
Final IDC Report and Certification Letter Totals	4.00	4.00	2.00	2.00	0.00	0.00	0.00	0.00
Task - Administrative/Clerical Invoicing and Project Documentation								
	2.00							4.00
Administrative/Clerical Totals	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
TOTALS	17.25	11.00	9.75	7.50	1.00	0.75	0.00	4.00

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No. _____			
County Madison			
Description PARC Project Independent Design Check			
Scope of Work ICD and Peer Review of PARC bridges			
Project Length 0.00 Miles			
Consultant HDR Engineering, Inc.			
Fee Proposal (Review Coordination and Comment Resolution)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager	17.25	\$ 620.64	\$ 10,706.04
Sr. Technical Advisor	11.00	\$ 1,087.84	\$ 11,966.24
Suspension Bridge Expert	9.75	\$ 630.64	\$ 6,148.74
Sr. Bridge Engineer	7.50	\$ 797.28	\$ 5,979.60
Sr. Railroad Bridge Engineer	1.00	\$ 671.68	\$ 671.68
Bridge Engineer	0.75	\$ 501.89	\$ 376.42
Administrative/ Clerical	4.00	\$ 245.68	\$ 982.72
	Total Direct Labor		\$ 36,831.44
Combined Overhead (%)	161.23		\$ 59,383.33
	Sub-Total		\$ 96,214.77
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 96,214.77
Operating Margin (10%)			\$ 9,621.48
	Sub-Total		\$ 105,836.25
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 105,836.25
Facilities Capital Cost of Money (% of Direct Labor)	0.54		\$ 198.89
	TOTAL FEE		\$ 106,035.14

3/19/2026

Alabama Department of Transportation

1:23 PM

Project No.	_____
County	Madison
Description	PARC Project Independent Design Check
Scope of Work	IDC and Peer Review of PARC bridges
Project Length	0 Miles
Consultant HDR Engineering, Inc.	

Out-of-pocket Expenses (Review Coordination and Comment Resolution)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

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

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

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

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): HDR Engineering, Inc.
- City of Huntsville current taxpayer identification number (if available): _____
(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 & Applicable State
<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>ECA528 - State of 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: Matthew D. Bell Title (if applicable): Vice President
 Type or legibly write name: Matthew D. Bell Date: March 18, 2026

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

OMITTED

ATTACHMENT 4
DESIGN REVIEWS

OMITTED

ATTACHMENT 5
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFERENCE PAGE 7 OF ATTACHMENT 1

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

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

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

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 US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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

OMITTED

ATTACHMENT 11

OMITTED

ATTACHMENT 12
SAMPLE

OMITTED

ATTACHMENT 13

OMITTED

ATTACHMENT 14

OMITTED

ATTACHMENT 15 - GIS BASE MAP

OMITTED

ATTACHMENT 16 – REQUIRED DELIVERABLES

OMITTED