



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/27/2022

**File ID:** TMP-2183

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for the Big Spring Park Retaining Wall Evaluation.

Resolution No.

**Finance Information:**

**Account Number:** 3020-14-00000-521002-000000000

**City Cost Amount:** \$43,988.00

**Total Cost:** \$43,988.00

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location:**

**Address:** Big Spring Park

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

**Additional Comments:**

Engineering Services for the evaluation and recommendation of improvements of the retaining wall segments located around the lake in Big Spring Park.

**RESOLUTION NO. 22-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc. for engineering services for the Big Spring Park Lake Wall Evaluation, Huntsville, Alabama in the amount of Forty Thousand Four Hundred Eighty Eight Dollars and 00/100s (\$40,488.00) plus Three Thousand Five Hundred Fifty Dollars 00/100s (\$3,500.00) reimbursables for a total contract price of Forty Three Thousand Nine Hundred Eighty Eight Dollars and 00/100s (\$43,988.00) 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 the certain document attached hereto and identified as “Limited Standard Agreement between the City of Huntsville and Barge Design Solutions, Inc., consisting of a total of thirteen (13) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 27th day of October, 2022.

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

**APPROVED** this the 27th day of October, 2022..

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**LIMITED STANDARD AGREEMENT  
BETWEEN  
CITY OF HUNTSVILLE  
AND  
BARGE DESIGN SOLUTIONS, INC.**



This Agreement is made by and between  
the City of Huntsville, Alabama, a  
Municipal Corporation by:

**City of Huntsville  
308 Fountain Circle  
Huntsville, Alabama 35801**

(hereinafter referred to as the "Owner") and:

**Barge Design Solutions, Inc.  
200 Clinton Avenue  
Suite 800  
Huntsville, Alabama 35801**

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Big Spring Park Lake Wall Evaluation**

General Project Description: **Engineering Services for the evaluation and recommendation of improvements of failing retaining wall segments located around the lake in Big Spring Park.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: \_\_\_\_\_

President of the City Council: \_\_\_\_\_

# ARTICLE I

## THE ENGINEER'S BASIC DUTIES TO THE OWNER

**1.1** By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed 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, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. 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. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

**1.2** 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.

### **1.3 PERIOD OF PERFORMANCE**

**1.3.1** The Engineer shall commence services pursuant to this agreement as of **October 28, 2022** The final completion date for the completion of the Project shall be approximately **February 28, 2022**.

### **1.4 SCHEMATIC DESIGN**

**1.4.1** The Engineer shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirement with the Owner.

**1.4.2** The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

**1.4.3** The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

**1.4.4** The Engineer shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

**1.4.5** The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

**1.4.6** The Engineer shall submit provide services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner for the renovation project.

### **1.5 DESIGN DEVELOPMENT**

N/A

### **1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS**

N/A

### **1.7 ADMINISTRATION OF CONSTRUCTION**

N/A

## **1.8 ADDITIONAL SERVICES**

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.8.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

## **1.9 SERVICE SCHEDULE**

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

## **1.10 PERSONNEL**

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

<b>NAME</b>	<b>FUNCTION</b>
<b><u>Jack Kimbrough</u></b>	<b><u>Project Manager</u></b>

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

<b>Name</b>	<b>Work Telephone</b>	<b>Cell Telephone</b>
<b><u>Natasha Wright</u></b>	<b><u>(256) 705-3098</u></b>	

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II  
THE OWNER'S BASIC DUTIES TO THE ENGINEER  
OTHER THAN COMPENSATION

N/A

ARTICLE III  
CONSTRUCTION COSTS

N/A

ARTICLE IV  
BASIS OF COMPENSATION

**4.1** The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount of **Forty Thousand Four Hundred Eighty Eight Dollars and No/100s (\$40,488.00)** with a reimbursable amount of **\$3,500.00**. This includes the cost of addenda related to the bidding of this project.

**4.2** Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	100%
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Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows:  
Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith.  
Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

**4.4** Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

**4.5** If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V  
PAYMENT TO THE ENGINEER

**5.1 ENGINEER'S INVOICES**

**5.1.1** Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

**5.1.2** If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature 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, will be paid in full.

## **5.2 TIME FOR PAYMENT**

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

## **5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, 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.

## **5.4 REIMBURSABLE EXPENSES**

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

## **5.5 ENGINEER'S RECORDS**

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

# **ARTICLE VI TERMINATION**

## **6.1 TERMINATION FOR CAUSE**

6.1.1 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.

## **6.2 TERMINATION BY THE OWNER WITHOUT CAUSE**

6.2.1 This Agreement may be terminated by the Owner 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 5.1.

# **ARTICLE VII MISCELLANEOUS PROVISIONS**

## **7.1 GOVERNING LAW**

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

## **7.2 INTENT AND INTERPRETATION**

7.2.1 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 product the intended result shall be provided by the Engineer.

7.2.2 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.

7.2.3 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.

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

7.2.5 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.

7.2.6 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.

### **7.3 TIME IS OF THE ESSENCE**

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement, subject to Code of Alabama Section 41-91-3 (d)(l).

### **7.4 USE AND OWNERSHIP OF DOCUMENTS**

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's 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.

### **7.5 SUCCESSORS AND ASSIGNS**

7.5.1 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.

### **7.6 NO THIRD-PARTY BENEFICIARIES**

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

### **7.7 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 subcontractors.

#### **A. MINIMUM SCOPE OF INSURANCE:**



**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

**Commercial General Liability**

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

**2. 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 will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. 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 United States. 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.

**3. 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.

**4. 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.

**5. Employers Liability Insurance:**

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

**B. MINIMUM LIMITS OF INSURANCE:**

**1. 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  
\$ 2,000,000 Personal & Advertising Injury  
\$ 2,000,000 Each Occurrence

**2. Professional Liability:**

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

\$ 100,000 Per Claim - Land Surveyors  
\$ 250,000 Per Claim - Other Professionals

**3. Automobile Liability:**

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease  
\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

**1. General Liability and Automobile Liability Coverage's Only:**

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.
- c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. 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 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 City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

**E. 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. 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.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

## ARTICLE VIII OTHER CONDITIONS OR SERVICES

8.1 N/A

**8.2 ENTIRE AGREEMENT**

8.2.1 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.

**ENGINEER**

**SEAL**

**Jack Kimbrough, Jr.**

**By:**

\_\_\_\_\_  
**(SIGNATURE)**

**Barge Design Solutions, Inc.  
200 Clinton Avenue  
Suite 800  
Huntsville, AL 35801**

\_\_\_\_\_  
**(DATE OF EXECUTION)**

**OWNER**

**SEAL**

**Tommy Battle**

**By:**

\_\_\_\_\_  
**(SIGNATURE)**

**Tommy Battle, Mayor  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801**

\_\_\_\_\_  
**(DATE OF EXECUTION)**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

## **I. Project Description**

The proposed project will include the evaluation and recommendation of improvements of failing retaining wall segments located around the lake in Big Spring Park.

## **II. Scope of Services**

Barge and Cummins Cederberg (a subconsultant) propose the following Scope of Services related to the above-noted items:

### **A: Data Collection**

Barge will review available construction plans, geotechnical reports, maintenance records and other materials as provided by the Client. After reviewing available materials, Barge will conduct a site visit with the Client, conduct measurements, and obtain photographs of failing retaining walls and sidewalk along the lake.

### **B: Recommendations**

Barge will prepare a draft report of findings from the data collected in Task A, and develop recommendations for repairing and/or rehabilitating the segments of failing wall. The draft report will be presented to the Client for comment, and a final report and OPCC of recommended improvements will be developed.

## **III. Additional Services**

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in the attached proposal.

## **IV. Project Understandings, Assumptions, and Exclusions**

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

- 1. Barge assumes that the City will provide access to the site.
- 2. Barge assumes that the City will provide existing construction plans, reports and maintenance records as available for the subject site and walls.

3. Barge has not included any environmental investigations or permitting with this proposal. Any necessary environmental concerns will be addressed by the City separately.

## **V. Time of Performance**

Barge is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed.

## **VI. Client's Responsibilities**

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

## **VII. Deliverables**

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Deliverables for this project will include:
  - a. Draft Recommendation Report
  - b. Final Recommendation Report with OPCC
- B. Barge will attend meetings for these tasks in accordance with the list below:

Description	Location	# Occurrences
Kickoff Meeting	Huntsville	1
Site Visit	Huntsville	1
Presentation of Alternates	Huntsville	1

## **VIII. Compensation**

The compensation to be paid to Barge for providing requested services is provided in the Summary Table below:

**Fee Summary  
Table**

Items		Fee Type	Fee Amount
1.	Data Collection	Lump Sum	\$21,583
2.	Recommendations	Lump Sum	\$18,905
TOTAL			\$40,488

The fees provided above are valid up to three (3) months from the date of this proposal.

The following personnel rates shall apply for the duration of the project:

<b>Position</b>	<b>Hourly Rate</b>
Project Manager	\$230
Senior Engineer	\$215
Engineer	\$130
Landscape Arch.	\$140
CADD/Designer	\$115
PLS	\$160
Survey Crew (2 man)	\$170
Clerical	\$85