

## 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 an amended and restated agreement between the City of Huntsville and RSM Design, in the amount of SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00) for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04, 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 "Amended and Restated Agreement between the City of Huntsville and RSM Design, for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04," consisting of a total of eighteen (18) pages plus thirty-seven (37) additional pages consisting of Attachments 1-16, and the date of March 24, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 24th day of March, 2022.

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

**APPROVED** this the 24th day of March, 2022.

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

**AMENDED AND RESTATED AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
RSM DESIGN  
FOR  
ARCHITECTURAL GRAPHIC DESIGN SERVICES  
FOR CUMMINGS RESEARCH PARK**

**Project ID Number 71-22-SP04  
MARCH 24, 2022**

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President of the City Council of the City of  
Huntsville, AL  
Date: March 24, 2022**

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# AMENDED AND RESTATED AGREEMENT BETWEEN

## CITY OF HUNTSVILLE, ALABAMA AND RSM DESIGN FOR ARCHITECTURAL GRAPHIC DESIGN SERVICES FOR CUMMINGS RESEARCH PARK

Project ID Number 71-22-SP04

THIS AMENDED AND RESTATED AGREEMENT (this "Agreement") made as of the 24th day of March in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and RSM DESIGN, (hereinafter called CONSULTANT).

WHEREAS OWNER and CONSULTANT previously entered into that certain Agreement between the City of Huntsville, Alabama and RSM Design for Architectural Design Services for Cummings Research Park, dated December 16, 2021 (the "Previous Agreement"). However, the Previous Agreement erroneously provided that CONSULTANT was to furnish engineering services to OWNER instead of graphic design and consulting services.

WHEREAS OWNER and CONSULTANT desire to amend and restate the Previous Agreement in order to accurately and correctly set forth the rights and obligations of the parties and more specifically, the type and scope of services to be provided by CONSULTANT.

THEREFORE, this Agreement shall supersede and replace the Previous Agreement, which upon execution hereof by the parties, the Previous Agreement shall be of no further force and effect.

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

### **ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT**

The OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to provide general graphic design services and consultation as a representative of the OWNER to include the following:

- 1.1 Professional graphic design services for design of the signage, markers and monuments of Cummings Research Park, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the CONSULTANT represents to the OWNER that the CONSULTANT is a professional qualified to act as the CONSULTANT for the PROJECT and, if applicable, is licensed and certified to practice and provide graphic design and consulting services by all public entities having jurisdiction over the CONSULTANT and the PROJECT. The CONSULTANT further represents to the OWNER that the CONSULTANT will maintain all necessary licenses, certifications, permits or other authorizations necessary

to act as CONSULTANT for the PROJECT until the CONSULTANT's remaining duties hereunder have been satisfied. The CONSULTANT shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the CONSULTANT for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals, and if applicable, is licensed, certified, and/or registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The CONSULTANT assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the CONSULTANT in connection with the PROJECT.

- 1.3 Execution of this Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the PROJECT and the local conditions under which the PROJECT is to be implemented. The CONSULTANT agrees to provide all necessary CONSULTANTing services required to professionally accomplish the CONSULTANT's defined scope of services.

## **ARTICLE 2 – DESIGN SERVICES OF THE CONSULTANT**

- 2.1 CONSULTANT shall provide for OWNER architectural graphic design services for the design of signage, markers, and monuments within Cummings Research Park.
- 2.2 These services shall include consultation and advice; customary graphic design services; and wayfinding services incidental thereto, including but not limited to, vision palettes, location plan coordination, general signage specifications, and type schedules, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3 Upon the OWNERS authorization, the CONSULTANT shall prepare graphic design documents consisting of drawings, signage palettes, location plans, material schedules, and signage specifications setting forth in detail the requirements for design and development of the PROJECT. The CONSULTANT warrants that such design documents are accurate, coordinated and adequate for the design of said PROJECT and in conformity and comply with applicable laws, codes and regulations.
- 2.4 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5 The CONSULTANT shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6 The CONSULTANT shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.7 Intentionally Omitted.
- 2.8 Intentionally Omitted.
- 2.9 Intentionally Omitted.
- 2.10 The CONSULTANT shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the CONSULTANT's work product or that of his sub-

contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

- 2.11** During the process of design and preparation of the design documents, the CONSULTANT shall review with the OWNER the design documents, the estimate of probable cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the CONSULTANT shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** Intentionally Omitted.
- 2.13** Intentionally Omitted.
- 2.14** The CONSULTANT shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project CONSULTANT and Inspector(s), and other City of Huntsville departments as applicable. The CONSULTANT shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the graphic design 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 design work detailed herein.

### **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES - INTENTIONALLY OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

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

- 4.1** Making revisions 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 CONSULTANT, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the CONSULTANT, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the CONSULTANT or major defects or deficiencies in the work of the CONSULTANT. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.



**4.5** Intentionally Omitted.

**4.6** Intentionally Omitted.

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

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

- 5.1** Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the CONSULTANT as necessary in acquiring access to and making all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT.
- 5.5** When requested by the CONSULTANT, the OWNER will intercede on the CONSULTANT's behalf when data from, or reviewed by third parties is not on schedule through no fault of the CONSULTANT
- 5.6** The OWNER's review of any documents prepared by the CONSULTANT 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 CONSULTANT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

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

- 6.1** The CONSULTANT shall commence services pursuant to this agreement as of March 25, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be September 16, 2022.

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

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

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

### **7.1 BASIC SERVICES**

The OWNER shall compensate the CONSULTANT for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00) for design services as described in Article 2. Additional services of the CONSULTANT 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 CONSULTANT'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 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 CONSULTANT and a properly executed copy is mailed to the CONSULTANT 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 CONSULTANT, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the CONSULTANT and the CONSULTANT will not be obligated to perform any work under said CONTRACT.

## **PAYMENT SUMMARY**

CONSULTANTING Design Services –FIXED FEE	\$64,500.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$64,500.00</u></b>



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

### **8.1 INVOICES**

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

### **8.4 REIMBURSABLE EXPENSES**

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

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

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

## **ARTICLE 9 - GENERAL CONSIDERATIONS**

### **9.1 GENERAL**

OWNER and CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to provide services with respect to the PROJECT. Expenses payable to the CONSULTANT for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the CONSULTANT and/or sub-consultant(s) for the PROJECT. The CONSULTANT and sub-consultant(s) agree that knowledge and consent to review of their work by other graphic designers or consultants of the OWNER's choosing is hereby given.

#### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of CONSULTANT, 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 CONSULTANT'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, CONSULTANT must assert any claim of CONSULTANT 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, CONSULTANT's fees set forth in Article 7 may be renegotiated by the OWNER and CONSULTANT.

#### **9.6 CONSULTANT'S RECORDS**

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

#### **9.7 SEAL ON DOCUMENTS – INTENTIONALLY OMITTED.**

#### **9.8 USE AND OWNERSHIP OF DOCUMENTS**

Upon receipt of full payment for all approved services rendered, 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 CONSULTANT 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 CONSULTANT. The CONSULTANT 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 CONSULTANT for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The CONSULTANT shall be permitted to retain copies thereof for its records. The CONSULTANT'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 CONSULTANT will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT 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 CONSULTANT.

#### **9.9 ESTIMATE OF CONSTRUCTION COST**

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

#### **9.10 TERMINATION FOR CAUSE**

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

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

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the CONSULTANT. In the event of such a termination without cause, the CONSULTANT shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANTs 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 CONSULTANTS or CONSULTANTing firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

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

**E. Workers' Compensation Insurance:**

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

**F. Employers Liability Insurance:**

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

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

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

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

**B. Professional Liability:**

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



\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

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

**D. Workers' Compensation:**

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

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

**A. All Coverage:**

The CONSULTANT 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 CONSULTANT 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 CONSULTANT:**

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, the CONSULTANT shall be responsible for such loss unless such information is promptly given to the OWNER

**B. Other Than Professional Liability:**

The CONSULTANT 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 CONSULTANT or the CONSULTANT'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 CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

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

### **11.2 INTENT AND INTERPRETATION**

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

**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 graphic design industry; and third, if there is no generally accepted meaning in the graphic design 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT.

#### **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 CONSULTANT.

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

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

#### **11.7 SUBCONTRACT REQUIREMENTS**

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

#### **11.8 NOTICES**

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

#### **11.9 FEDERAL IMMIGRATION LAW**

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

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the CONSULTANT with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, OWNER or PROJECT in which the CONSULTANT 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 CONSULTANT or in which any consultant, trade contractor, subcontractor, or supplier of the CONSULTANT has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the CONSULTANT and the CONSULTANT'S sub-consultants shall not offer services to the OWNER'S contractor.

#### **11.14 ENTIRE AGREEMENT**

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

**[Signatures and acknowledgments appearing on the following page.]**

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

**CONSULTANT:**  
**RSM DESIGN**

BY: \_\_\_\_\_  
                    Kyle Richter

TITLE: \_\_\_\_\_  
                    Vice President

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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

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

TITLE: \_\_\_\_\_  
                    Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to Proposal for Architectural Graphic Design Services for Cummings Research Park, dated November 12, 2021).**



rsmdesign

PROPOSAL FOR ARCHITECTURAL GRAPHIC DESIGN

# Cummings Research Park

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NOVEMBER 12, 2021

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**SUBMITTED TO:**

Shane Davis  
Director, Urban and Economic Development  
City of Huntsville  
308 Fountain Circle SW  
Huntsville, AL 35801  
Attn ekoshut@hsvchamber.org

**PREPARED BY:**

Kyle Richter  
RSM Design  
160 Avenida Cabrillo  
San Clemente, CA 92672  
T 949 492.9479  
kyle@rsmdesign.com

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## Project Overview

RSM Design is pleased to submit this architectural graphic design proposal to Shane Davis, with the City of Huntsville, for the Cummings Research Park project located in Huntsville, Alabama. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for this project.

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## Architectural Graphics Scope

### **Overall Project:**

- Signage vision palettes
- Signage location plan coordination
- General signage specifications
- Material, color, and type schedules

### **Site Signage:**

- Primary gateway monuments
- Secondary gateway monuments
- Vehicular directional
- Feature sculptural identity element\*

*\*Feature sculptural identity to be developed thru concept design only until scope is further defined.*

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## Work Phases + Deliverables

### **PHASE I: VISION / CONCEPT DESIGN**

#### **Data Collection**

RSM Design will investigate the project context and community to understand the unique characteristics of the project's location. This may include looking into items such as area demographic studies, target audience, site context character, and "competing" projects in the area. RSM Design will also collect all relevant site information and drawings from the project team or client including architectural drawings and initial design work, along with regional or local sign codes *(to be provided by client)*. Additionally, RSM Design will review with the client the project budget, construction phases, scope and schedule.

### **Vision Workshop**

To kick off the signage and graphic design scope, an interactive workshop will be led by RSM Design to enable the overall team to present initial vision thoughts, conceptual ideas, and gain and understanding of the design direction developed by the extended project team. The intended goal of the workshop will be to discuss initial approaches to the graphics and establish the initial vision direction that aligns with the other consultant's work and positioning of the project.

### **Research and Development**

All designs developed for each project are original and unique to that particular project. RSM Design research the specific aspects of each project's parameters i.e. - (context, cultural, historical, etc.) to develop a proper course of development that will suit the needs for this project and its users. Our team dives deep into what is most appropriate for this project to craft a thoroughly unique approach to each collaboration. Means and methods to convey the design intent to the stakeholders are also individually tailored for this specific design exercise.

### **Concept Design**

Based on the data collection, Research, and vision workshop, RSM Design will develop concept designs and initial palettes for the signage scope. Using reference images and computer-generated design "sketches," the concept design package will convey the character of the concept direction for the signage and graphics. RSM Design will also prepare an initial signage location plan to identify early locations for each sign type. Please note, dimensions and material callouts are not added to the drawings in the concept design phase. The drawings focus on overall design aesthetics.

### **Phase I Deliverables**

- Image palettes that convey the signage vision
- Conceptual signage location plans
- Maximum of 2 different concept design families will be presented. Only 1 modification to the initial submitted design approaches is included. Should the client request additional concept design directions beyond the 2 initially submitted, additional service fees will apply.
- Please note, major sign types will be presented to convey the overall conceptual design approach, but not every sign will be designed at this initial concept stage.
- Concept deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation

### **Phase I Schedule**

RSM Design respectfully requests an estimated 4 - 6 weeks for the completion of the concept design package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the contract and mobilization fee, RSM Design will present a detailed schedule of milestone presentations and deliverables. RSM Design shall not be responsible for delays outside of RSM Design's control.

## **PHASE II: SCHEMATIC DESIGN**

After the completion of Phase I and the client's written approval of the concept design package and their authorization to proceed, RSM Design will develop a single selected scheme based on the concept directions presented in Phase I. The schematic design development will include further developed drawings of all scope items. During this phase RSM Design will prepare schematic design drawings showing the sign types, shapes, sizes and recommended materials, colors, and finishes for review of the design directions. Major material notes and major dimensions will be added to the concept drawings.

During the schematic design phase, RSM Design will coordinate closely with the project design team and consultants on specific sign locations, along with conceptual locations for electrical needs and/or backing. Please note, the schematic design drawings are not intended for construction or final pricing and do not contain details nor enough information for a bid set of drawings. The drawing package does not include signage specifications.

### **Phase II Deliverables**

- Schematic design computer-generated drawings for each sign type outlined in the scope. These drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections. A single direction of each design is presented, having been selected from the multiple options presented in concepts.
- Signage location plan
- Schematic design deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation

### **Phase II Schedule**

RSM Design respectfully requests an estimated 4 weeks for the completion of the schematic design package after written authorization to proceed from concepts is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control

## **PHASE III: DESIGN-BUILD PACKAGE**

With coordination and guidance from the selected signage fabricator (who is contracted directly with the client or GC prior to this start of this phase) to make sure the provided budget is maintained, this design-build package will include all the various sign types, shapes, sizes and recommended materials, colors and finishes for review of design directions. This package will be slightly more developed than the schematic design package so that all value engineering recommendations are incorporated into the drawings and enough information is provided to convey the design intent of the drawings to the fabricator. The selected fabricator takes these drawings directly into their production of shop drawings. RSM includes close coordination of the proposed signage with the selected design-build fabricator to suggest ways to keep fabrication costs within the established budget.

The RSM design-build drawings will address the outward appearance of the designs and are not biddable documents. The design-build signage fabricator shall be responsible for the production of shop drawings, fabrication, coordination, and installation of the proposed signage.

### **Phase III Deliverables**

- Design-build drawings for each sign type. These drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections. No further revisions to the signage are included.
- Final signage location plans
- Design-build deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation, any other file formatting will require additional services

### **Phase II Schedule**

RSM Design respectfully requests an estimated 4 weeks for the completion of the design build package after written authorization to proceed from schematics is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control.

## **PHASE IV: FABRICATION OBSERVATION**

### **Bidding Assistance**

Based on the approved design intent package, RSM Design will provide a list of 2 - 3 qualified signage fabricator prospects for the production of shop drawings, fabrication, and installation of the proposed signage and graphics. RSM Design will review any submitted qualification materials and interview, along with the client team, a selected short list of qualified fabricators.

Bid requests and bid forms, along with the final signage package, are submitted to fabricator prospects directly by the client or general contractor. RSM Design will answer any bid questions received in writing in order to clarify any questions about the design intent. Upon receipt of all written bid packages, RSM Design can assist the general contractor in the preparation of a spreadsheet to provide a comparison of the bids. RSM Design will provide our recommendation based on the fabricator's qualifications, past fabrication history, and submitted bid package, but the client or general contractor will be responsible for the final selection and contracting of a signage contractor. The client or general contractor will contract directly with the selected sign fabricator. RSM will be available for meetings to assist in the bidding process. Because the number of meetings cannot be determined at this time, each meeting will be billed separately on an hourly basis. The general contractor or client is responsible for coordinating the signage and graphics project bidding, fabrication, and implementation schedules with the sign fabricator.



### **Value Engineering Design Changes**

Value engineering and budget driven design changes suggested after the 100% Design Development or 100% Design Intent package is submitted for bidding will be made by RSM Design (as requested by the client) on an hourly basis invoiced towards the Fabrication Observations phase of the contract.

- RSM Design will participate in one (1) conference call with the signage fabricator to discuss any VE options to be considered within the fee provided, if additional rounds of revisions are required additional services may apply

### **Shop Drawing Review**

RSM Design will review and redline all shop fabrication drawings received within 10 business days of receipt. Drawings must be received in one holistic package for review and not individual sign submissions. The drawings will be reviewed for compliance with the original design intent, colors, materials, and compliance with the general specifications. RSM Design will also review and comment on all submitted material samples. RSM Design will not be responsible for shop drawings compliance with, and will not review for, local codes, structural integrity, nor items such as engineering and design of electrical, waterproofing, venting, material strengths, weights, and lighting specifications associated with the signs. RSM Design's submitted design intent package is for overall design aesthetics only – the selected signage fabricator ultimately acts as the contractor for the signs and will be responsible for the sign's engineering, structure, foundations, venting, waterproofing, electrical, and lighting. Please note, the client team or general contractor will be responsible for final sign off of all shop drawings and message schedules.

- RSM Design will review and comment on up to two (2) rounds shop drawings and one (1) round of mockup review within the fee provided, if additional rounds of revisions are required additional services may apply

### **Fabrication and Installation Observation**

Along with the client team, RSM Design will participate in shop visits on an as needed basis to review signage mock-ups and fabrication progress to comment on the fabricator's compliance with the design documents and general specifications.

Similarly, site visits during the installation process will observe and report on the progress and compliance with the design intent. When the fabrication and installation is complete RSM Design will prepare a written and photographic punch-list of all signage and graphics from the scope to ensure compliance with the original design intent and general specifications.

- Shop site or site visits are not included in the base Fabrication Observation fee. On-site visits must be pre-approved by the client and will be billed at the rates listed below in the fee section.

## Clarifications

RSM Design has made the following clarifications when writing the proposal.

- **Logo Trademark:** RSM Design relies on the client's trademark attorney for any new name and logo trademark searches and providing any trademarks and copyrights for the final brand elements. RSM Design strongly recommends that the Client obtain copyrights / trademarks for the logos / marks they intend to have used for the development of the signage package.
- **Photography:** Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only. Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.
- **Design Package Distribution:** RSM Design assumes that all design packages prepared for this project are for internal review and internal distribution only. All other uses, including external or digital publication, are outside the original intent of the documents, and are not included in this proposal's scope and services.
- **City Submittals:** RSM Design's base contract does not include meeting time, the preparation of, and submittal of special packages for City approvals and permitting. RSM Design does not manage the process nor submit applications for project signage variances or special area permits.
- **Deliverables:** RSM Design's base contract does not include the design of temporary construction and barricade graphics, directory maps, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- **Demolition Plans:** RSM Design's contract does not include the preparation of the demolition plans for any existing signage on site. The contracted signage fabricator would be responsible to identify, remove and legally dispose of any signs the client wishes to be removed during the signage implementation process.
- **Bid Documents:** It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not "stamp" drawings for construction. This is done by the selected sign fabricator.
- **Drawing / Specification Formats:** RSM Design does not work within AutoCAD, Revit, BIM, and Bluebeam, and only provides specific file artwork formats generated with the latest Adobe Illustrator and Adobe InDesign CC software. Additionally, RSM Design generates all packages in 11' x 17" or A3 JPG formatted PDF documents. RSM Design does not provide specifications in MasterFormat or MasterSpec, however, does provide sign industry

standard general specification recommendations. If a client or architect requests AutoCAD (or other) files or drawing / specification formats other than what is specified above, than additional services will be needed and discussed prior to beginning the request. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.

- **Fabrication** RSM Design is not a sign fabricator and as such, RSM Design does not provide engineering, permitting, construction documentation, nor fabrication of signs. RSM Design will not be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables. However, if RSM Design is authorized to provide Fabrication Observation services, we will include the review of shop drawings, fabrication materials and mock-ups as indicated in the fabrication observation phase description.

### **WOMEN BUSINESS ENTERPRISE (WBE)**

RSM Design is a certified Women Business Enterprise (WBE) and is certified nationally by the National Women Business Owners Corporation. As well, we are certified WBE in the state of Texas by the Texas Unified Certification Program and North Central Texas Regional Certification Agency. With our affiliation and participation in these programs we hope our WBE status helps the projects' diversity programs, requirements for minority subcontractors, and opportunities with local, state, and the federal government.

### **DESIGN USAGE + ACKNOWLEDGMENT**

Original branding, logos, naming approaches, vision books, signage designs, and graphics generated for this project shall be assigned to the Client upon payment. Client shall become the owner of all right, title and interest in the same, include all copyright rights. As such, Client can make any and all use of the same in its sole discretion. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants, if any (collectively Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the modification of the work product or reuse, for any other purpose than the project for which the designs were provided, by the Client or any person or entity that acquires or obtains the work from or through the Client upon release. The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

**SIGNAGE + GRAPHICS COORDINATION**

RSM Design will make all reasonable efforts to effectively coordinate the signage and graphics designs and locations with the project consultant team (architects, landscape architects, interior designers, civil engineers, lighting designers). RSM Design cannot be held responsible for the review of and approval of the different consultant's documents for their correct and thorough integration of the signage and graphics. RSM Design will not assume management responsibilities or be the lead in directing this coordination of the other disciplines.

**SELECTION OF SIGN FABRICATOR**

RSM Design will prepare a list of 2 - 3 qualified sign fabricators and submit this list to the project team for their use in the bidding and fabricator selection process. The estimated fees for fabrication and installation observation in this proposal are based on the assumption that a qualified fabricator with a proven track record on this type of project will be selected. If an unqualified sign fabricator is selected and proves problematic to work with or requires extensive coordination efforts, RSM Design reserves the right to charge additional fees as warranted for more coordination time that the fabricator may require.

**SPECIALTY CONSULTANTS**

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, specialty lighting designer, or structural engineer. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

**MEETINGS**

All virtual meetings / conference calls are included in this proposal. However, if RSM Design is requested to participate in weekly team internet-based meetings, then additional services will apply and be discussed prior to the start of these meetings.

On-site meetings at the request of the client will be considered an additional service and billed at the rates listed below in the fee section. All meeting and travel expenses are billed separately as a reimbursable expense.

## Professional Fees

### BASE CONTRACT

<b>PHASE I: VISION / CONCEPT DESIGN</b>	<b>\$24,000</b>
<b>PHASE II: SCHEMATIC DESIGN</b>	<b>\$18,500</b>
<b>PHASE III: DESIGN BUILD</b>	<b>\$12,000</b>
<b>PHASE IV: FABRICATION OBSERVATION</b>	<b>\$10,000</b>

*The design fees above are based on all scope items and phases to be approved holistically and designed through all phases of the project. If, however, any scope item or phase is approved independently (in an "ala-carte" approach), additional services will apply and can result in a 25% increase in fees to each individual phase.*

*If RSM Design is authorized to proceed with the full contract amount and drawings are released to a fabricator prior to the full completion of all phases (for example after completion of schematic design), the client will be invoiced for the full amount of the overall contract.*

<b>IN-PERSON / SITE MEETINGS</b>	<b>\$5,400 per person per mtg</b>
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### MOBILIZATION FEE

Upon award of the contract, RSM Design will invoice for \$6,000 as a mobilization fee. Payment of this invoice, along with the signed contract or letter of authorization to proceed, will need to be received before design services or travel begins. This amount will be deducted from the final project invoice.

### PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding invoices have been received.



RSM Design bills for time, materials and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fee schedule is:

**PRINCIPAL / DIRECTOR**

**\$225.00 PER HOUR**

**DESIGN / PRODUCTION**

**\$175.00 PER HOUR**

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

An agreed upon 5% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models, purchasing of stock photos, excessive printing, and special presentation materials.

No government or sales taxes will be taken out of these fees. If the client needs to pay taxes upon these fees or work provided, that amount shall be incurred at the client's sole expense and not be deducted from the above amounts. All work by RSM Design for this project, including design services and preparation of deliverables will be conducted in the USA, and therefore not be subjected to any withholding taxes from international locations.

The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work started.

**PROJECT / CONTRACT DURATION**

This contract duration will only be good for 9 months (for the design and documentation phases) from full execution and receipt of the mobilization fee. If this project extends beyond this time



period, this contract will no longer be applicable and a new contract will be negotiated with the client for the extension of time.

### **AGREEMENT**

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

\_\_\_\_\_  
Kyle Richter, Principal  
RSM Design

\_\_\_\_\_  
Date

### **ACCEPTED:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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) RSM Design
- City of Huntsville current taxpayer identification number (if available). N/A  
(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. C4201276 - California
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law)

**C. Entity I.D. Numbers.** If an Entity I D Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records" If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature 

Title (if applicable) President

Type or legibly write name: Suzanne Schwartz

Date: 11/12/2021

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

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

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **0% COMPLETE – PRE-DESIGN CONFERENCE**

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

### **CONFERENCE FORMAT**

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

#### **ATTENDEES:** (Required)

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

#### **DISCUSSION TOPICS :**

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

**REQUIRED SUBMITTALS TO THE PROJECT CONSULTANT**

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

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

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

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

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

#### **DISCUSSION TOPICS:**

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

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

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



## **ATTACHMENT 4** **DESIGN REVIEWS**

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

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

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

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

#### **DISCUSSION TOPICS:**

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

**REQUIRED SUBMITTALS TO THE PROJECT CONSULTANT**

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

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

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

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

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

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

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

**ATTACHMENT 5**  
**CONSULTANT PERSONNEL FEE SCHEDULE**  
**(ARTICLE 7.1)**

**PLEASE REFER TO PAGE 13 OF THE PROPOSAL CONTAINED IN ATTACHMENT 1**

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

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

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

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

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

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

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

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

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

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Milestone Submittals	Scheduled Date	Actual Date
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: <u>September 16, 2022</u>	_____	_____

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

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

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

COMMENTS:

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This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

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

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

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



**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE CONSULTANT**  
(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**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the CONSULTANT 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 CONSULTANT's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the CONSULTANT.	N/A	Article 3.4
Approval of CONSULTANT submittals	OWNER	So as to cause no delay to the CONSULTANT 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.	CONSULTANT	So as to not delay the services of the CONSULTANT.	2	Article 5.1, 5.2
Notification of delays.	CONSULTANT ; OWNER	Promptly	4	Article 6.1
CONSULTANT'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 CONSULTANT	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for CONSULTANT.	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	OWNER	At 0% design conference.	1	Article 10.7

consultants/subcontractors.				
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 11" x 17" in PDF format, unless otherwise approved by the OWNERS Project .

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

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

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

### **OTHER DOCUMENTS**

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as

defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

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

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

CONSULTANTING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

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

DO \_\_\_\_\_

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

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

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

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

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

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

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

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

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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

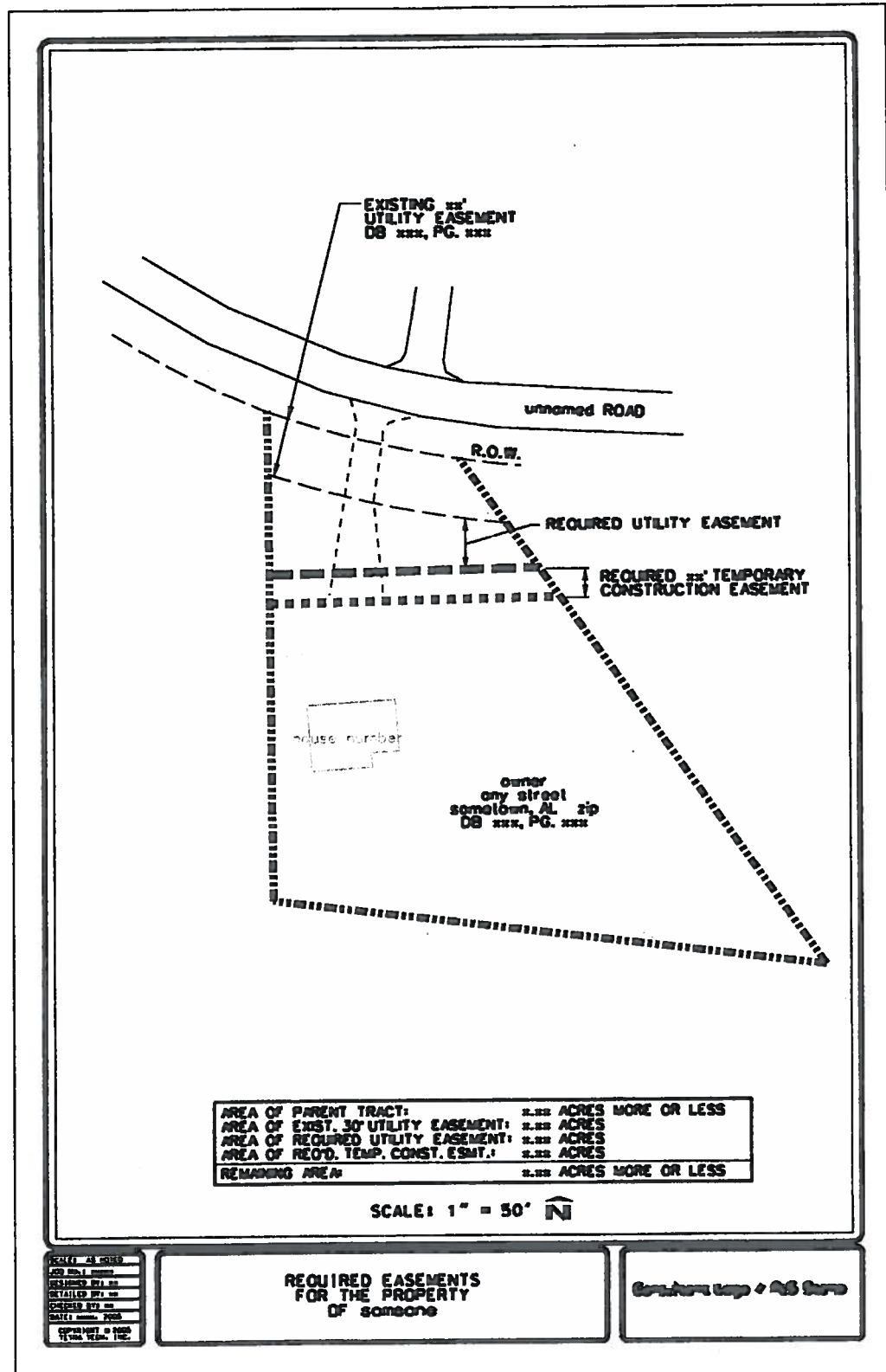
DATE: \_\_\_\_\_





# ATTACHMENT 12

## SAMPLE



**ATTACHMENT 13 – INTENTIONALLY OMITTED**

**ATTACHMENT 14 – INTENTIONALLY OMITTED**

**ATTACHMENT 15 – INTENTIONALLY OMITTED**

## **ATTACHMENT 16 – REQUIRED DELIVERABLES**

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

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

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

\_\_\_\_\_ Engineer