



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/27/2023

File ID: TMP-3167

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Triparty Agreement between the City of Huntsville, Alabama, LW Redstone Company, LLC, and B.L. Harbert International, L.L.C., for Project Construction Management Services for Redstone Gateway Secure Area, Project No. 71-23-SP17.

Resolution No.

Finance Information:

Account Number: (No City Funds involved)

City Cost Amount: \$492,460.00

Total Cost: \$492,460.00

Special Circumstances:

Grant Funded: \$492,460.00

Grant Title - CFDA or granting Agency: COPT

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

A professional services contract between the City, LW Redstone and BL Harbert for project construction management services, inspection and geotechnical services for the construction of Goss Road relocation at Redstone Gateway Secure area. This contract is fully funded by COPT in which the City is third party to the contract for administrative purposes only. No City funds are involved. No City funds are involved. Contract Amount of \$492,460.00.

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Triparty Agreement between the City of Huntsville, Alabama, LW Redstone Company, LLC, and B.L. Harbert International, L.L.C., in a Not-to-Exceed (NTE) Ceiling Price of FOUR HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$492,460.00) for Project Construction Management Services for Redstone Gateway Secure Area, Project No. 71-23-SP17 in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Resolution authorizing the Mayor to enter into a Triparty Agreement between the City of Huntsville, Alabama, LW Redstone Company, LLC, and B.L. Harbert International, L.L.C., for Project Construction Management Services for Redstone Gateway Secure Area, Project No. 71-23-SP17," consisting of a total of twenty (20) pages plus thirty-three (33) additional pages consisting of Attachments 1-15, and the date of July 27, 2023, appearing on the margin of the first page, together with the signature of the President or the 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 27th day of July, 2023.

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

APPROVED this the 27th day of July, 2023.

Mayor of the City of Huntsville,
Alabama

TRIPARTY AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA,
LW REDSTONE COMPANY, LLC,
AND
B.L. HARBERT INTERNATIONAL, L.L.C.
FOR
PROJECT CONSTRUCTION MANAGEMENT SERVICES
FOR
REDSTONE GATEWAY SECURE AREA

Project I.D. Number 71-23-SP17
July 27, 2023

President of the City Council of the City of
Huntsville, AL
Date: July 27, 2023

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TRIPARTY AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA, LW REDSTONE COMPANY, LLC,
AND
B.L. HARBERT INTERNATIONAL, L.L.C.
FOR
PROJECT CONSTRUCTION MANAGEMENT SERVICES
FOR
REDSTONE GATEWAY SECURE AREA

Project I.D. Number 71-23-SP17

THIS TRIPARTY AGREEMENT made as of the 27th day of July in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA, LW REDSTONE COMPANY, LLC, (hereinafter called OWNERS) AND B.L. HARBERT INTERNATIONAL, L.L.C., (hereinafter called PROJECT MANAGER).

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

ARTICLE 1 – ENGAGEMENT OF THE PROJECT MANAGER

The OWNERS hereby engages the PROJECT MANAGER, and the PROJECT MANAGER hereby accepts the engagement to provide general project management and consultation as a representative of the OWNERS to include the following:

- 1.1 Professional services performed by the PROJECT MANAGER, his sub-consultants, and his employees for the management of preconstruction and construction of Public Infrastructure Improvements as required for the development of the Redstone Gateway Secure Area. The scope of services is further described in ARTICLE 2.
- 1.2 By executing this Agreement, the PROJECT MANAGER represents to the OWNERS that the PROJECT MANAGER is a professional firm qualified to act in the capacity of the OWNERS representative for the PROJECT; is experienced in the type, scope and complexity of the work to be performed on the PROJECT, and specifically with respect to the Public Infrastructure Improvements and City Sewer Work, in order to accomplish its responsibilities with respect to its obligations under this Agreement; holds a State of Alabama general contractors license in classifications appropriate for the work contemplated to include a Municipal and Utility classification; has professional engineers on staff or under contract; and is experienced with the requirements of the Alabama Public Works Act, the Alabama Bid Law, and the Administrative Code regulating the practice of engineering and land surveying including the rules of professional conduct. The PROJECT MANAGER further represents that he will maintain all necessary licenses, certifications, permits or other authorizations necessary to act in that capacity until the PROJECT MANAGER's remaining duties hereunder have been satisfied.
- 1.3 The PROJECT MANAGER shall assign only qualified personnel to perform any service concerning the PROJECT. All engineering services rendered by the PROJECT MANAGER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama who possess the expertise in the discipline of the service being rendered. The PROJECT MANAGER assumes full responsibility for the negligent acts, errors and omissions of its consultants or others employed or retained by the PROJECT MANAGER in connection with the PROJECT.

- 1.4** Execution of this Agreement by the PROJECT MANAGER constitutes a representation that the PROJECT MANAGER has become familiar with the PROJECT site, the Environmental Assessment (EA) for the PROJECT, the local conditions under which the PROJECT is to be implemented, including procedures and requirements of the US Army and the City of Huntsville, and the requirements and obligations of the OWNERS under the Annexation and Development Agreement (ADA) by and between the City of Huntsville, Alabama and L.W. Redstone Company, L.L.C., (City of Huntsville Council Resolution 10-208) a copy of which has been provided to the PROJECT MANAGER. The PROJECT MANAGER agrees to provide all necessary services required to accomplish the PROJECT MANAGER's defined scope of services herein and in the ADA.
- 1.5** The PROJECT MANAGER accepts the relationship of trust and confidence with the OWNERS and LW Redstone Company, LLC. and CITY OF HUNTSVILLE, ALABAMA created by the terms of this Agreement. In performing its duties and responsibilities under this Agreement, the PROJECT MANAGER agrees to furnish its best skill and judgment in furthering the interests of the OWNERS consistent with the standard of care set forth herein. The PROJECT MANAGER shall perform all its duties and obligations under the Agreement using efficient business and contract administration, consistent with the standard of care utilized by construction managers "not at risk" (i.e., CM as advisor) for major infrastructure projects in the State of Alabama.

ARTICLE 2 – SERVICES OF THE PROJECT MANAGER

- 2.1** The PROJECT MANAGER's services shall be provided in conjunction and coordination with the services of the OWNERS design engineers and the OWNERS construction contractors and shall include such services as planning, scheduling, bid package preparation, bidding, contract management, construction management, inspection, quality assurance, coordination and communication as outlined herein.
- 2.2** The PROJECT MANAGER shall provide qualified personnel in sufficient numbers to carry out the requirements of this agreement and shall manage the schedule to provide an expeditious and economical completion of the work.
- 2.3** With the OWNERS' input and approval, the Scope of work of the PROJECT MANAGER shall, among other things include:
- a) Creation and execution of project work plans, integrated schedules, estimates, and revisions during design (the PROJECT MANAGER shall have no responsibility for execution of the actual design and design contracts) and construction as necessary to meet changing needs and requirements and confirming that the contract budget and schedules are met for all CITY WORK as that term is defined in the ADA.
 - b) Confirming that the proper permits are in place and that regulatory requirements are met; including, but not limited to, the Environmental Assessment prepared for the PROJECT.
 - c) Identifying and confirming needed resources are in place.
 - d) Managing day-to-day operational aspects for the design and construction of the PUBLIC INFRASTRUCTURE IMPROVEMENTS as that term is defined in the ADA.
 - e) Managing change orders to assist in minimizing costs and delays.
 - f) Reviewing and approving contract payment requests respecting the CITY WORK and recommending the same to the OWNERS for payment.

- g) Administering all project contracts in connection with the CITY WORK.
- h) Hiring and managing sub-consultants as needed and approved by the OWNERS to perform specialized engineering, surveying, testing and inspections.
- i) Inspecting all work to confirm compliance with the contracts and OWNERS standards.
- j) Observing start up testing and final acceptance testing, preparing punch lists and confirming all work is complete prior to final acceptance, securing all warranties and all documents required to be submitted by the contract documents.
- k) Preparing all bid packages consistent with the scope of work for each stage of the CITY WORK including, but not limited to, bidder pre-qualification. All bid packages and subsequent contracts for all CITY WORK shall include the Approved Work Schedule as that term is defined in the ADA.
- l) Administering the bid process respecting the PUBLIC INFRASTRUCTURE IMPROVEMENTS pursuant to the requirements of the Alabama Public Works Act, Alabama Bid Law, and City of Huntsville procurement procedures and standards.
- m) Receiving, reviewing and recommending to the OWNERS for acceptance the appropriate bid for each item of work respecting the PUBLIC INFRASTRUCTURE IMPROVEMENTS.
- n) Managing the project budget for the PUBLIC INFRASTRUCTURE IMPROVEMENTS.
- o) Performing essential communication to keep the OWNERS informed about the status and all aspects of the CITY WORK.
- p) Advising the OWNERS if any portions of the CITY WORK are delayed and recommending solutions to return the work to a current schedule.
- q) Coordinating the work of all consultants, contractors, utilities, regulatory authorities, and other stake holders.
- r) Establishing and implementing procedures to assist in accomplishing expedited review and approval of shop drawings, product data, requests for information, and other submittals.
- s) Assisting the OWNERS in engaging in outreach efforts which encourage small or disadvantaged businesses (including, but not limited to, women-owned businesses, minority-owned businesses, businesses owned by persons with disabilities, and other small or disadvantaged businesses) to respond to solicitations for bids for the CITY WORK.

2.4 Prior to commencing other work described herein, the PROJECT MANAGER shall develop and submit for OWNERS' approval the operational and quality assurance procedures to be used during the performance of the PROJECT MANAGER's duties hereunder. The procedures shall identify and detail the content and frequency of submittal of reports such as construction progress reports, inspection and test reports, budget reports including expenditures, schedule revisions, and other similar aspects of the PROJECT MANAGER's work. Procedures for handling requests for information, value engineering proposals, constructability issues, and other similarly expected interruptions to ideal construction progress shall be addressed as well as processes for maintaining configuration control of the PROJECT resulting from changes. The procedures shall address how documents such as progress payment requests will be reviewed and how field inspections will be performed, the required qualifications of personnel performing work, the expected frequency of inspections, and the responsibilities and authority of personnel. Procedures shall address responsibilities and accountabilities for environmental compliance and construction safety and shall

address document distribution and retention to meet requirements of Code of Alabama, Section 41-13.

- 2.5** The PROJECT MANAGER shall provide value engineering services as requested by the OWNERS, commencing during review of Preliminary Plats and continuing through the development of final, approved work plans, to assist and facilitate the development of a scope of Construction Work definition that is within the limitations of the estimated costs that have been established for the PROJECT. Such value engineering services shall include the provision of cost estimating services to quantify the probable cost of PROJECT construction, at a level sufficiently definite to facilitate decision-making and cost/benefit tradeoffs. Value engineering services also include identifying circumstances where, in the PROJECT MANAGER's judgment, the design intent can be better satisfied by an alternative solution, means, method, or sequence without sacrificing the quality requirements of the PROJECT and submitting revision recommendations to the OWNERS, City of Huntsville, Alabama and L.W. Redstone Company, L.L.C., and the consultants for consideration. The PROJECT MANAGER shall provide iterative value engineering services upon request to find an optimal balance between budget, schedule and quality objectives for the PROJECT.
- 2.6** The PROJECT MANAGER shall transmit questions on interpretations of design to the OWNERS for resolution through the appropriate OWNERS' engineering firm which prepared the design and sealed the plans. The PROJECT MANAGER shall not substitute his judgment for that of the engineer of record.
- 2.7** The PROJECT MANAGER shall prepare appropriate bid packages under its basic fees as necessary in order to facilitate the PROJECT being awarded within the PROJECT budget limitations, to optimize schedule, minimize costs, and enhance competition.
- 2.8** The PROJECT MANAGER shall serve as the OWNERS' professional representative in those portions of the PROJECT to which this agreement applies and shall consult with and advise the OWNERS during the performance of these services.
- 2.9** The PROJECT MANAGER shall assure that the OWNERS' engineering standards, standard specifications, and design requirements referenced in Attachment 3, and requirements in the ADA are incorporated into the construction bid documents and contracts. When conflicts are noted between the OWNERS' requirements and the standards of others, when deficiencies or discrepancies are identified, or when the PROJECT MANAGER recommends changes, the issues shall be brought to the attention of the OWNERS in writing prior to incorporating the changes. No change order to any contract implied or otherwise, shall be initiated by the PROJECT MANAGER without the written approval of the OWNERS.
- 2.10** The PROJECT MANAGER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the PROJECT MANAGER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.11** Platting of the PROJECT will be prepared from time to time by L.W. REDSTONE COMPANY, LLC. The PROJECT MANAGER shall facilitate that the CITY WORK constructed for the PROJECT is contained within the easements and rights of way set aside for that purpose on preliminary plats. Prior to the acceptance by the OWNERS of any final plat so prepared, the PROJECT MANAGER shall provide to the OWNERS a letter of certification that all work affected by the plat has been completed in accordance with contract requirements, that all inspections, tests and other quality control measures as required by the OWNERS' specifications have been performed at a frequency and of a number as required, and that all constructed infrastructure for which the OWNERS will assume maintenance responsibility is in platted easements or rights-of-way.

- 2.12** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the PROJECT MANAGER 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 its work detailed herein.
- 2.13** The approval of a Request for Payment by the PROJECT MANAGER is an express warranty to the OWNERS that the PROJECT MANAGER has made an examination of the work, that, in the PROJECT MANAGER's opinion: the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the PROJECT MANAGER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 2.14** The PROJECT MANAGER shall promptly notify the OWNERS in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 2.15** The PROJECT MANAGER shall reject work that does not conform to the contract documents unless directed by the OWNERS, in writing, not to do so. Whenever, in the PROJECT MANAGER's opinion, it is necessary or advisable, the PROJECT MANAGER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
- 2.16** The PROJECT MANAGER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. Within the limitations of Article 2.5, the PROJECT MANAGER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

ARTICLE 3 – OMITTED

ARTICLE 4 – OMITTED

ARTICLE 5 – RESPONSIBILITIES OF THE OWNERS

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

- 5.1** Assist PROJECT MANAGER by placing at PROJECT MANAGER's disposal the 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 OWNERS' requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. The OWNERS shall also make available copies of all design and construction standards which OWNERS will require to be included in the construction documents.

- 5.3** Assist the PROJECT MANAGER as necessary in acquiring access to and making all provisions for the PROJECT MANAGER to enter upon public and private lands as required for the PROJECT MANAGER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNERS' 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 OWNERS' policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 5.5** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROJECT MANAGER, obtain advice of an attorney, insurance counselor and other consultants as OWNERS determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROJECT MANAGER.
- 5.6** The OWNERS will intercede on the PROJECT MANAGER's behalf when data from, or review by, third parties is not on schedule through no fault of the PROJECT MANAGER.
- 5.7** The OWNERS' review of any documents prepared by the PROJECT MANAGER, or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNERS' intent. No review of such documents shall relieve the PROJECT MANAGER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The PROJECT MANAGER shall commence services pursuant to this agreement as of July 28, 2023. The final completion date for the completion of project construction management services as outlined in Article 2 shall be the later of July 28, 2024, or until contracts are complete.

If the PROJECT MANAGER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNERS, the OWNERS' design professionals or consultants, or any other reason beyond the PROJECT MANAGER's control which may result in the delay of the expected completion dates for the CITY WORK, the PROJECT MANAGER shall promptly notify the OWNERS. If the OWNER becomes aware of any delays or other causes that will affect the PROJECT MANAGER's work, the OWNER shall promptly notify the PROJECT MANAGER.

ARTICLE 7 - PAYMENT TO THE PROJECT MANAGER

7.1 BASIC SERVICES

The OWNERS shall compensate the PROJECT MANAGER for services rendered pursuant to this Agreement by payment of TIME AND MATERIALS NOT-TO-EXCEED CEILING PRICE OF FOUR HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$492,460.00) for services as described in Article 2.

PAYMENT SUMMARY

Project Construction Management Services – Not-to-Exceed (NTE) Ceiling Price of:	<u>\$492,460.00</u>
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TOTAL CONTRACT AMOUNT:	<u>\$492,460.00</u>
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7.2 ALLOWABLE REIMBURSABLE EXPENSES

Certain reasonable and necessary direct expenses of the PROJECT MANAGER for subcontracted services will be considered allowable costs and will be reimbursed by the OWNER. Costs that are specifically reimbursable include necessary laboratory tests and analyses; geotechnical testing services; surveying services; necessary job site trailer expenses; computer services; word processing services; permit fees; bonds; telephone; printing; binding and reproduction charges; postage and handling charges; bid advertisement costs and other similar costs.

All allowable reimbursable expenses will be paid by the OWNER plus 5%. In addition, all reimbursable expenses are limited to the NOT-TO-EXCEED maximum contract amount of \$492,460.00.

7.3 NOT-TO-EXCEED (NTE) CEILING PRICE

The OWNERS will not be obligated to pay the PROJECT MANAGER any amount in excess of the NTE ceiling price as per Attachment "1", and the PROJECT MANAGER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the OWNERS notifies the PROJECT MANAGER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract.

NTE ceiling price increase will be done by a written unilateral change order to the contract issued by the OWNERS that will not require the PROJECT MANAGER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended, and material costs incurred by the PROJECT MANAGER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 EFFECTIVE DATE

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

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The PROJECT MANAGER shall submit monthly invoices to the OWNERS for the basic services described under Articles 2. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the PROJECT MANAGER must submit a progress report shown as Attachment 6. No payment will be made without the progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services are 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 PROJECT MANAGER on the invoice shall constitute the PROJECT MANAGER's representation to the OWNERS 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 PROJECT MANAGER covered by prior invoices have been paid in full, and that, to the best of the PROJECT MANAGER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the PROJECT MANAGER the payment of any portion thereof should be withheld. Submission of the PROJECT MANAGER's invoice for final payment and reimbursement shall further constitute the PROJECT MANAGER's representation to the OWNERS that, upon receipt from the OWNERS of the amount invoiced, all obligations of the PROJECT MANAGER to others, including its consultants, incurred in connection with the PROJECT, will be paid in full. PROJECT MANAGER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNERS shall make payment for services in Articles 2 and 5 within 60 days of receipt of valid invoice.

8.3 OWNERS' RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNERS may require. The PROJECT MANAGER 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 with a 5% markup.

8.5 W-9 TAXPAYER FORM

A Federal Tax Form W-9 shall be submitted to the OWNERS 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 OWNERS or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf.

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNERS and PROJECT MANAGER 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 PROJECT MANAGER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNERS in writing. As a prime professional, the PROJECT MANAGER shall act as OWNERS' representative for contracting, directing, and managing the services of sub-consultants. The OWNERS shall have the right to reject any consultant provided that the OWNERS raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "6" hereto will be retained by the PROJECT MANAGER to provide services with respect to the PROJECT. Expenses payable to the PROJECT MANAGER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of the PROJECT MANAGER, OWNERS shall be invited to participate in meetings and other coordination activities with those agencies.

9.5 CHANGES

9.5.1 The OWNERS 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 PROJECT MANAGER'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, PROJECT MANAGER must assert in writing within 30 days from the date of receipt any claim of PROJECT MANAGER for adjustment unless OWNERS 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, fees set forth in Article 7 may be renegotiated by the OWNERS and PROJECT MANAGER.

9.6 PROJECT MANAGER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the PROJECT MANAGER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the PROJECT MANAGER. Prior to final payment, copies of all such records in both electronic and hard copy format shall be provided to the OWNERS. PROJECT documents including current work plans, specifications, shop drawings, samples, submittals, purchase orders, requests for information and responses thereto, trade contracts and consultant agreements with change orders and amendments, change directives, work instructions, financial records and any other related documents, and revisions thereto, which arise out of or relate to the PROJECT, this Agreement, or

the construction work shall also be maintained by the PROJECT MANAGER. The PROJECT MANAGER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. All accounting and control systems as they relate to accounting for allowable costs shall be satisfactory to the OWNERS. At all reasonable times, the OWNERS and their respective accountants and representatives, shall be afforded access to, and shall be permitted to copy and audit, the PROJECT MANAGER's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement. The PROJECT MANAGER shall preserve all of the same for a period of five (5) years following final payment and resolution of all open issues under this Agreement, or for such longer period as may be required by law or good practice. If the PROJECT MANAGER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the PROJECT MANAGER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The PROJECT MANAGER shall make such records and documentation available to the OWNERS upon notice and shall allow the authorized representative(s) of the OWNERS to inspect, examine, review and copy the PROJECT MANAGER's records at the OWNERS' reasonable expense.

9.7 USE AND OWNERSHIP OF DOCUMENTS

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

9.8 TERMINATION FOR CAUSE

This Agreement may be terminated in whole or in part by the OWNERS upon seven (7) days written notice if the PROJECT MANAGER fails to substantially perform in accordance with its material terms through no fault of the OWNERS. Notice shall be delivered to the address of record by registered mail.

9.9 TERMINATION BY THE OWNERS WITHOUT CAUSE

The OWNERS may terminate this Agreement in whole or in part without cause upon seven (7) days' written notice to the PROJECT MANAGER. In the event of such a termination without cause, the PROJECT MANAGER shall be compensated for all services performed prior to termination, together with reimbursable expenses incurred. In such event, the PROJECT MANAGER shall promptly submit to the OWNERS Sits invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1. All records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNERS.

9.10 HAZARDOUS MATERIALS

Should at any time PROJECT MANAGER learn of the discovery or uncovering of any hazardous or potentially hazardous materials on the PROJECT, PROJECT MANAGER shall immediately notify the OWNERS, direct Trade Contractors to cease operations in the affected area, and take appropriate steps to protect all potentially affected personnel and property.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The PROJECT MANAGER 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 PROJECT MANAGER shall procure and maintain for the duration of the job until final acceptance by the OWNERS, 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 PROJECT MANAGER, 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 OWNERS' approval. The same insurance company should write General Liability Coverage and OWNERS' PROJECT MANAGER's 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 five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNERS. 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.

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
\$ 5,000,000 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 OWNERS is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNERS' best interest. If such adjustments are made by the OWNERS and the adjustment results in a premium increase to the PROJECT MANAGER; then, the PROJECT MANAGER shall be entitled to direct reimbursement by the OWNERS for the additional premium coverage. If the insurance requirements are not adjusted by the OWNERS prior to the OWNER'S' release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. 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 PROJECT MANAGER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNERS. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNERS.

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

The OWNERS shall be indicated as a Certificate Holder and the PROJECT MANAGER shall furnish the OWNERS with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the OWNERS before work commences. The OWNERS 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 PROJECT MANAGER:

The PROJECT MANAGER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant 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 PROJECT MANAGER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNERS, 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 PROJECT MANAGER 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 PROJECT MANAGER shall defend, protect, indemnify, and hold harmless the OWNERS, 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 OWNERS in writing. If the PROJECT MANAGER has reason to believe the use of a required design, process or product is an infringement of a patent, the PROJECT MANAGER shall be responsible for such loss unless such information is promptly given to the OWNERS.

B. Other Than Professional Liability:

The PROJECT MANAGER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNERS, 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 PROJECT MANAGER or the PROJECT MANAGER'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 OWNERS nor the PROJECT MANAGER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

OWNERS agree to make their best efforts to require their other contractors to agree to include PROJECT MANAGER as an indemnitee in the same or similar manner as OWNER in any subcontracts or other contracts related to the work.

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 PROJECT MANAGER.
- 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 construction and engineering industry; and third, if there is no generally accepted meaning, 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 with respect to PROJECT MANAGER's obligations. The PROJECT MANAGER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNERS will incur damages if the PROJECT is not completed on time. To the full extent allowed by law, PROJECT MANAGER shall not be liable for consequential, indirect, and special damages.

11.4 SUCCESSORS AND ASSIGNS

The PROJECT MANAGER 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 OWNERS. Subject to the provisions of the immediately preceding sentence, the OWNERS and the PROJECT MANAGER, 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 OWNERS and PROJECT MANAGER.

11.5 THIRD-PARTY BENEFICIARIES

The United States of America through the Secretary of Department of the Army (Army) are considered to be third party beneficiaries to this Agreement. Otherwise, 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, other than the Army against the OWNERS or the PROJECT MANAGER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media furnished by the OWNERS to the PROJECT MANAGER belong to the OWNERS, are considered proprietary and confidential, unless otherwise indicated by the OWNERS, and are furnished solely for use on the OWNERS' PROJECT. Such information, documents, and electronic media shall be kept confidential by the PROJECT MANAGER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the PROJECT MANAGER 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 OWNERS hereunder is specifically authorized in writing by the OWNERS in advance.

11.7 SUBCONTRACT REQUIREMENTS

The PROJECT MANAGER 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 required by all public entities having jurisdiction over the PROJECT or PROJECT work and 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:

Kathy Martin
City of Huntsville Engineering
P. O. Box 308 (35804)
320 Fountain Circle (35801)
Huntsville, AL

LW Redstone Company, LLC
c/o COPT Development & Construction Services, Inc.
6711 Columbia Gateway Drive, Suite 300
Columbia, MD 21046
Attn: Greg Hall, VP Commercial Development

With a copy to at the same address:
Attn: Legal Counsel

All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 STRICT COMPLIANCE

No failure of the OWNERS to insist upon strict compliance by the PROJECT MANAGER with any provision of this Contract shall operate to release, waive, discharge, modify, change or affect any of the PROJECT MANAGER's obligations.

11.10 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.

11.11 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER shall not, without the express written permission of the OWNERS, engage or recommend to the OWNERS engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the PROJECT MANAGER, OWNERS or PROJECT in which the PROJECT MANAGER 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 PROJECT MANAGER or in which any consultant, trade contractor, subcontractor, or supplier of the PROJECT MANAGER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNERS, the PROJECT MANAGER and the PROJECT MANAGER'S sub-consultants shall not offer services to the OWNERS' contractors on the PROJECT nor offer to construct any CITY WORK.

It is understood between the parties that the PROJECT MANAGER may desire to perform construction services for LW Redstone Company, LLC, for certain Commercial Office Improvements (vertical construction projects as defined in the ADA) on the ADA annexed property. In order to assure there is no conflict of interest with the performance of the PROJECT MANAGER services and responsibilities, the PROJECT MANAGER agrees that none of the personnel assigned to provide services pursuant to this Agreement, as identified in Attachment 7, shall be involved in any manner with the bidding for, or performance of, the work for the vertical construction of the Commercial Office Improvements.

- 11.14** All parties understand and mutually agree that this contract for services shall be fully funded and paid for by LW Redstone Company, LLC, and shall not be funded or paid using TIF 5 district funds, nor any other public funds. The City of Huntsville, Alabama is included as a party to this Agreement for coordination and administrative purposes and shall be afforded the same rights and protections as the terms of this agreement provide to LW Redstone Company, LLC, The City of Huntsville, Alabama shall have no obligations financially to pay for any services provided pursuant to this agreement.

11.15 MEDIATION

In an effort to resolve any conflicts or claims that arise during or subsequent to the performance of this Agreement, the OWNERS and the PROJECT MANAGER agree that all disputes between them arising out of or relating to this Agreement, or the PROJECT may be submitted to non-binding mediation prior to the filing of any lawsuits, unless the parties mutually agree otherwise.

11.16 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNERS and the PROJECT MANAGER 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 OWNERS and PROJECT MANAGER.

PROJECT MANAGER:
B.L. HARBERT INTERNATIONAL, L.L.C.

BY: _____
Johnny Garlington

TITLE: _____
President, US Operations

ATTEST: _____

Given under my hand this _____ day

Of _____, 2023.

Notary Public

My commission expires _____

OWNERS:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2023.

Notary Public

My commission expires _____

OWNER:
LW REDSTONE COMPANY, LLC

By: _____
George J. Ruo, Jr.
Managing SVP- Government Services & Operations

Given under my hand this _____ day

of _____, 2023.

Notary Public

My commission expires _____

ATTACHMENT 1
SCOPE OF SERVICES

(Refer to letter dated July 12, 2023, from Marty Martin to Alan Clements and attachments).



July 12, 2023

Mr. Alan Clements
City of Huntsville
320 Fountain Cir SW
Huntsville, AL 35801

Mr. George J. Rufo, Jr
COPT Development & Construction Services, LLC, as agent for
LW Redstone Gateway Company, LLC
6711 Columbia Gateway Drive, Suite 300
Columbia, MD 21046


Re: Redstone Gateway Infrastructure
Secure Parcel/Goss Road Extension
Proposal for Construction Management Services – REVISION #3

Dear Alan, George:

Thank you for the opportunity to submit our proposal to provide Construction Management Services for the upcoming final infrastructure project at the Redstone Gateway secure parcel. As has been the case with previous phases of this work, we understand that we would be engaged on a unit price basis with a not-to-exceed fee. For this phase that NTE fee would be \$492,460 consisting of both BLHI CM services and third-party services; a detailed breakdown of this amount is attached. The reimbursable expenses included in our proposal include surveying as performed by Sain Engineering and project Inspection Services as provided by Building and Earth Sciences.

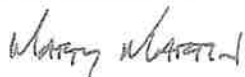
Also included in this proposal is a billing rate matrix that details rates to be used for personnel involved on this project. These rates will be in effect throughout the duration of the project, based on a projected NTP of August 4, 2023 and a 12 month construction duration. Reimbursable expenses such as printing, shipping, etc. will be subject to a CM fee of 5%.

We understand that the services covered by this proposal are fully funded by COPT and not included in the TIF 5 District funds, however the City will be a third party to the contract for administrative purposes.

Thank you again for the opportunity to work with the team on this project, and please contact me at 205-802-2917 if you have any questions.

Sincerely,

BL Harbert International



Marty Martin
Client Service Group Manager

City of Huntsville

By: _____

(name)

(title)

COPT Development & Construction Services, LLC, as agent for
LW Redstone Gateway Company, LLC

By: _____

(name)

(title)

Secure Parcel/Goss Road Extension

BHLL Services

Person	Rate/HR	Pre-Con Phase (hrs/mo)				Construction Phase (hrs/mo)												Total MH	Total \$
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16		
Div. Manager	\$255																	0.00	\$0
Ops Manager	\$200																	0.00	\$0
SPM	\$200	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	544.00	\$108,800
PM	\$165					34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00	\$67,320
APM	\$135																	0.00	\$0
Intern	\$100																	0.00	\$0
Senior Estimator	\$195	42.50	42.50	42.50	42.50													170.00	\$33,150
Estimator	\$145																	0.00	\$0
Admin Asst	\$105																	0.00	\$0
Superintendent	\$165					34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	408.00	\$67,320
Total																		1530.00	\$276,590

**B.L. Harbert International
Redstone Gateway
Matrix for Reimbursables
REVISED 6.16.23**

Secure Parcel/Goss Road Extension

Service	Cost
Surveying (Sain Associates)	
Sain Quote	\$78,490
Testing and Inspections (Building & Earth Sciences)	
Building & Earth Quote	\$119,600
Allowance for Misc. Project Reimbursables (travel, etc.)	\$7,500
Subtotal	\$205,590
BLHI Fee at 5%	\$10,280
Total Reimbursable Services Budget:	\$215,870

B.L. Harbert International, LLC
Redstone Gateway Secure Parcel Goss Road Extension
Billing Rate Matrix

Title	Hourly Rate
Divison Manager	\$255.00
Operations Manager	\$200.00
Senior Project Manager *	\$200.00
Project Manager *	\$165.00
Assistant Project Manager	\$135.00
Intern/Co-op	\$100.00
Senior Estimator *	\$195.00
Estimator	\$145.00
Admin Assistant	\$105.00
Superintendent *	\$165.00

- * Denotes personnel that are anticipated to be utilized on this project
- * Reimbursable expenses such as travel, printing, shipping, etc. to be billed at actual costs plus a CM fee of 5%



June 5, 2023

Mr. Marty Martin
BL Harbert
820 Shades Creek Parkway
Suite 3000
Birmingham, Alabama 35209

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

**SUBJECT: Goss Road Extension and Mass Grading of Secured Gateway
Construction Administration and Surveying Services
Huntsville, Alabama**

Dear Mr. Martin:

We appreciate the opportunity to submit this proposal for the construction administration and surveying services for the Goss Road Extension and mass Grading of Secured Gateway at Redstone Gateway in Huntsville, Alabama. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

- We understand that you intend to construct an extension of Goss Road and mass grade the Secured Gateway site, as shown on the Construction Plans for the City of Huntsville by Sain Associates dated May 17, 2023, as our basis of the construction administration.
- The project is estimated to be completed in 12 months.
- Our proposal is based on the information shown above. If any of this information changes, please let us know, and we will revise our proposal.
- Sain will answer RFI's through our City of Huntsville contract.

Scope of Services

Construction Surveying

Sain will provide as needed topographic surveys spot checks to verify against the contractor's topographic survey for stripped areas of topsoil needed during construction. Our survey data will be compared to the contractor's topographic survey file that will be provided to us and the existing topographic survey for cut material during construction. We will make a determination of the amount of cut material within two business days after we collect the field data. We have estimated about 20 trips to the site to collect data and then analyze the data.

Construction Administration

We have included up to five (5) full man-days of construction coordination time for activities to include shop drawing reviews, 10 monthly 1-hour construction observations, and final punch list.

We have included up to fifteen (15) full man-days for weekly construction progress meetings with the City/Contractor/COPT. We will not take meeting minutes as part of our scope of work.

We have included one (1) man-day for the detention pond as-built analysis requirements.

We will monitor these efforts during construction and will manage the project to remain within this budget.

Goss Road Extension and Mass Grading of Secured Gateway
Construction Administration and Surveying Services
BL Harbert
Page 2



As-Built Topographic Survey

Sain will Provide an As-Built topographic survey for the area of the Goss Road extension and Mass Grading of the Secured Gateway project, lying East of Rideout Road, North and East of the current area of Secured Gateway and South of the Links at Redstone Golf Course. Contours will be shown at 1-foot intervals and based on USGS datum. Spot elevations will be shown in flat areas. The survey will include, any pertinent features observed while surveying the property. Sain will locate above ground structures indicating underground utilities, subsurface utilities as marked by utility companies. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes, where accessible. Visible improvements will be shown including buildings, building pads, walls, fences, sidewalks, curbs, parking areas, and paved areas. Individual shrubs and trees will NOT be shown on survey.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: the cost of filing fees for permits and approvals; topographic and as-built surveying; ALTA survey; easement coordination; any other as-built surveys and certifications; other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Fees

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

Construction Surveying.....	Hourly Budget Not to Exceed \$28,600
Shop Drawing Reviews, Pay Estimate Reviews, Construction Observation, Final Punch List.....	Hourly Budget Not to Exceed \$ 8,800
Weekly Construction Progress Meetings.....	Hourly Budget Not to Exceed \$26,400
As-Built Detention Pond Analysis.....	Hourly Budget Not to Exceed \$ 1,760
As-Built Topographic Survey.....	Lump Sum \$11,930
<u>Reimbursables.....</u>	<u>Budget \$ 1,000</u>

Total Estimated Budget..... \$78,490

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

Procedures for Changes in Scope of Work

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

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

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

Goss Road Extension and Mass Grading of Secured Gateway
 Construction Administration and Surveying Services
 BL Harbert
 Page 3



Schedule

We can begin our services after we have received this fully executed agreement. We are prepared to begin immediately.

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

Sincerely,
 SAIN ASSOCIATES, INC.

Brett Wiseman, PE
 Senior Project Manager
 Alabama License No. 23333

Enclosures:
 Sain Terms & Conditions (Sch. 2023)

OFFERED:
 SAIN ASSOCIATES, INC.

BY: Harry Wilson, PE
 Huntsville Branch Manager
 Alabama License No. 15665

Signature of Authorized Representative

Date: 6/5/2023

ACCEPTED:
 BL HARBERT

BY: _____
 Signature of Authorized Representative

 Print Name & Title

Date: _____

Goss Road Extension and Mass Grading of Secured Gateway
Construction Administration and Surveying Services
BL Harbert
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SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:	
Principal.....	\$210.00 - \$300.00 per Hour
Engineer/Planner.....	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional.....	\$130.00 - \$150.00 per Hour
Designer.....	\$95.00 - \$140.00 per Hour
Surveyor.....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person).....	\$110.00 per Hour
Survey Crew (1-Person + Robot).....	\$165.00 per Hour
Survey Crew (2-Person).....	\$190.00 per Hour
Survey Crew (3-Person).....	\$240.00 per Hour
Survey Per Diem.....	\$170.00 per person per Night
Administrative Support.....	\$65.00 - \$98.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Goss Road Extension and Mass Grading of Secured Gateway
 Construction Administration and Surveying Services
 BL Harbert
 Page 5



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc., resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Goss Road Extension and Mass Grading of Secured Gateway
 Construction Administration and Surveying Services
 BL Harbert
 Page 6



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023



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

June 12, 2023



820 Shades Creek Parkway
Suite 3000
Birmingham, AL 35209

Attention: Mr. Marty Martin
Title: Client Service Group Manager

Subject: REVISED Proposal to Provide Construction Materials Testing
Goss Road Extension and Mass Grading
Huntsville, Alabama
Building & Earth Proposal Number: HV25065-R3

Dear Mr. Martin:

Building & Earth Sciences is pleased to submit this proposal to provide CMT Testing and Inspection services for the Secured Gateway Mass Grading project located in Huntsville, AL. Our budget estimate is based on our experience with Redstone Gateway Phase 2 and Phase 3 mass grading projects. Our professional staff of engineers and field technicians have obtained the certifications and training required to perform the work requested at the highest level.

PROJECT INFORMATION

The project site is located on Redstone Arsenal, just south of the golf course inside Gate 9. We understand that the proposed construction will consist of an extension of Goss Road from near the intersection at Rideout Road to just north of the round-about near Redstone Gateway Buildings 100 and 300. Our experience with similar projects, and our familiarity with the Redstone Arsenal geology, uniquely qualifies Building & Earth to perform these materials testing and special inspection services. A construction timeline has not been provided as of this proposal. However, based on the size of the project, the volume of earthwork estimated, and the time of year for construction, we have estimated that all earthwork for the project will be completed within 5 months of the Notice to Proceed (NTP). During this phase of construction, we have assumed our engineering will

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

be on-site for 10-hrs/day every non-holiday weekday, as well as half the Saturdays over the course of the estimated 5-month period. If the NTP is significantly delayed, earthwork operations may continue into the wetter winter months, potentially increasing the number of days we will be required on-site. The project will consist of field/lab earthwork testing and observation and field asphalt testing.

EARTHWORK OBSERVATION & TESTING SERVICES

During grading operations, an engineering technician will observe/document undercutting, stripping, and fill placement and perform soil density testing as required by the project specifications. Our technician will also be on-site to monitor dense graded base stone placement and test for proper compaction. We have assumed (125) 10-hour visits of full-time observations and soil density testing by an Engineering Technician. Material samples will be collected from the site or proposed borrow source and tested at our lab for soil classification, optimum moisture, and maximum dry density. We have assumed (5) standard Proctor samples and 5 Atterberg limits tests corresponding to select proctor samples. Included in this estimate are also (25) 2-hour visits by a member of our engineering staff to observe undercut of unsuitable material and proof rolls, as requested. Our cost estimate for earthwork phase of the project is **\$116,100.**

ASPHALT PLACEMENT OBSERVATION & TESTING

As part of the scope for this project, the Goss Road extension will receive asphalt pavement. A field technician will monitor the placement and test for proper compaction of the asphalt on-site during paving operations. We will rely on laboratory test data submitted by the asphalt producer to verify that the asphalt mix meets the project requirements. We have assumed upper and lower binder courses, as well as the wearing course, will be paved over the course of 6 full days. Our cost estimate for this portion of the work is **\$3,500.**

BUDGET SUMMARY

Earthwork Observation and Testing Services.....	\$116,100
Asphalt Placement Observation & Testing	\$3,500
TOTAL.....	\$119,600

This budget summary is only an estimate based on the number and length of visits outlined in our assumptions above. The final amount of the contract will be based on the contractor’s schedule and the actual duration and number of visits required to perform the tests and inspections required by the client. Our services will be charged in accordance with the attached Unit Fee Schedule. All visits will be charged portal-to-portal.



Goss Road Extension and Mass Grading (CMT) Huntsville, Alabama
Proposal No. HV25065-R3, June 12, 2023

AUTHORIZATION

Note that our presence on the site does not alleviate the contractor's contractual responsibility to perform their work in accordance with the project specifications. Our field observations and tests are for the benefit of our client, and are not intended to replace the contractor's responsibility for quality control, or responsibility for the performance of their work. Our presence is not a guarantee or warrantee against future problems.

We have attached a copy of our unit rates and a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as formal authorization to proceed with the proposed scope of work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC



Justin M. Shelton, P.E.
CMT Dept. Manager



Srdj Boskovic, P.E.
Branch Manager

Attachment: 2023 CMT Fee Schedule
Authorization Sheet and Terms & Conditions

BUILDING & EARTH SCIENCES, INC.

2023 CMT FEE SCHEDULE

PERSONNEL

Clerical Services	\$45.00/hour
Engineering Technician.....	\$60.00/hour
ICC Special Inspector	\$100.00/hour
Field/Staff Professional or Engineer.....	\$100.00/hour
Certified Firestopping Inspector.....	\$120.00/hour
Structural Steel/Wood Framing Inspector (CWI/NDT)	\$125.00/hour
Project Manager.....	\$125.00/hour
Professional Engineer, P.E.....	\$150.00/hour
Sr. Professional Engineer, P.E.....	\$200.00/hour
Project Principal, P.E.....	\$250.00/hour

LABORATORY TESTING

Standard Proctor Test.....	\$150.00/each
Modified Proctor Test.....	\$175.00/each
Atterberg Limits Determination.....	\$100.00/each
Material Finer than No. 200 Sieve (washed).....	\$100.00/each
Moisture Content Tests	\$15.00/each

CONCRETE AND AGGREGATE TESTING

Concrete Cylinders	\$20.00/each
Grout or Mortar Cubes	\$20.00/each
Masonry Prisms	\$150.00/each
Floor Flatness/Levelness Testing.....	\$500.00/episode
Concrete Moisture Transmission & pH Test	\$50.00/each

ASPHALT TESTING

Cutting Cores	\$75.00/each
Asphalt Layer Thickness.....	\$50.00/each
Asphalt, Maximum Theoretical Density	\$100.00/each
Asphalt, Marshall Stability & Flow	\$150.00/each
Asphalt, Extraction/Gradation	\$150.00/each

MISCELLANEOUS

Trip Charge (site within 25 miles of office)	\$50.00/trip
Mileage (site outside 25 mile radius)	\$1.00/mile

- The personnel rates will be billed portal to portal, with a 2 hour minimum charge per day.
- Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 2.0 times the normal unit rates.
- Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Project coordination time will be billed according to the time required for scheduling.

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): B.L. Harbert International LLC
- City of Huntsville current taxpayer identification number (if available): 6342
(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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>601-823</u> <u>Delaware</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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: Andrew N. Edge Title (if applicable): Controller Treas. Asst Sec.
Type or legibly write name: Andrew N. Edge Date: _____

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

OMITTED (N/A TO THIS CONTRACT)

ATTACHMENT 5 ENGINEER PERSONNEL FEE SCHEDULE

(ARTICLE 7.1)

(PLEASE REFERENCE PAGE 6 OF 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:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____

CONTRACTED COMPLETION DATE: July 28, 2024 _____

(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:

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 ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
SAIN Associates, Inc. 5021 Technology Drive, NW Suite B2 Huntsville, AL 35805	Surveying Services	\$78,490.00
Building & Earth Sciences, Inc. 2607 Leeman Ferry Road Suite 5 Huntsville, AL 35801	Construction Materials Testing	\$119,600.00
	SUB-TOTAL	\$198,090.00
	5% Administrative Fee	\$9,904.50
	TOTAL	\$207,994.50

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

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

				Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in 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

OMITTED (N/A TO THIS CONTRACT)

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ PHONE: _____

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

DO _____

DO NOT _____

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

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

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____


COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

ATTACHMENT 11

CONSTRUCTION PLANS FOR PROJECT NAME PROJECT INFORMATION		FOR THE CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXX)	
SAMPLE STANDARD DRAWING FORMAT			
HUNTSVILLE The Star of Alabama		INDEX OF DRAWINGS SHEET NO. INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.	
TITLE SHEET		PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	
LOCAL FILE NUMBER, ETC.		SHEET NUMBER OF TOTAL SHEETS	

EXISTING xx' UTILITY EASEMENT
DB xxx, PG. xxx

unnamed ROAD

R.O.W.

REQUIRED UTILITY EASEMENT

REQUIRED xx' TEMPORARY CONSTRUCTION EASEMENT

house number

owner
any street
somelown, AL zip
DB xxx, PG. xxx

AREA OF PARENT TRACT:	xxx ACRES MORE OR LESS
AREA OF EXIST. 30' UTILITY EASEMENT:	xx ACRES
AREA OF REQUIRED UTILITY EASEMENT:	xx ACRES
AREA OF REQ'D. TEMP. CONST. ESMT.:	xx ACRES
REMAINING AREA:	xxx ACRES MORE OR LESS

SCALE: 1" = 50'

REQUIRED EASEMENTS
FOR THE PROPERTY
OF someone

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Computer Logo & R/S Stamp

ATTACHMENT 13

United States National Map Accuracy Standards

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

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

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards (SAMPLE)

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			

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