



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/13/2024

File ID: 2024-1523

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Smith Gee Studios, L.L.C., for North Gateway Master Plan, Project No. 71-24-SP19.

Resolution No.

Finance Information:

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

City Cost Amount: \$55,000.00

Total Cost: : \$55,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Master Vision Planning services for the proposed development.

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Smith Gee Studio, L.L.C., for North Gateway Master Plan, Project No. 71-24-SP19, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Smith Gee Studio, L.L.C., for North Gateway Master Plan, Project No. 71-24-SP19," consisting of a total of fifteen (15) pages including "Exhibit A", and the date of June 13, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 13th day of June, 2024.

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

APPROVED this the 13th day of June, 2024.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE, ALABAMA AND SMITH GEE
STUDIO, L.L.C., FOR NORTH GATEWAY
MASTER PLAN**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR NORTH GATEWAY MASTER PLAN

This Agreement is made this 13th day of June 2024, by and among the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the “City”) and Smith Gee Studio, L.L.C., (hereinafter referred to as “SGS”) for the preparation of the North Gateway Master Plan. The City and SGS hereby agree as follows:

RECITALS

WHEREAS, SGS has provided professional services for the preparation of plans for various urban projects for the City; and

WHEREAS, the Bob Wade and US Route 231 areas are a rapidly growing part of the City of Huntsville; and

WHEREAS, the City desires to have the area developed in a planned and orderly manner; and

WHEREAS, the City has the need for professional services to assist in the creation of a North Gateway Master Plan (the “Plan”); and

WHEREAS, SGS is uniquely qualified to build upon its previous work in providing these services.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Scope of Work:** SGS hereby agrees to provide the following services to the City of Huntsville:

President of the City Council of the City of
Huntsville, Alabama
Date: June 13, 2024

BASIC SCOPE OF SERVICES

TASK I: CONCEPT SITE PLAN / SITE FEASIBILITY STUDY

A. Zoning and Site Analysis

Prior to undertaking a concept master planning effort, it is crucial to gain an understanding of the land, the potential it offers, and the constraints imposed upon it. To accomplish this task, SGS will review all applicable local regulations. SGS will utilize a client-provided survey to create the base map that graphically illustrates the physical attributes of the project site. The base plan will illustrate known easements, setbacks, and buffers, nearby uses (existing and any proposed developments) and other potential encumbrances and constraints on the project site. Furthermore, the exhibit will identify potential opportunities related to existing infrastructure, viewsheds, connectivity, and vision.

B. Concept Plan

Based on initial discussions, SGS will develop concept plan options for the project site beginning with land-use bubble diagrams and ending with up to two (2) framework options that convey proposed street infrastructure, building placement, parking balances, open spaces, and development patterns. Through our conversations, SGS understands the desired development program options can include:

- Grocery & Outparcels
- Big Box Retail & Small Shops
- Mixed-Use
- Multi-family
- Hospitality
- Open Space, Placemaking, & Connectivity

After receiving Client feedback, SGS will incorporate any revisions into the final concept site plan. The deliverables will illustrate massing, stacking plans, streets, parking areas, and uses. Upon approval of the refined concept plan, SGS will provide the Client with a high-quality, illustrative, rendered plan for the proposed site to be used for marketing purposes, preliminary pricing, and the client's next steps in the process. If requested, SGS will provide additional plan refinements, additional detail, or explore a new concept option(s) on an hourly basis per **Task III** outlined herein.

TASK II: MASTER PLAN REFINEMENT

A. CAD Site Plan

SGS will translate the finalized master plan into CAD format that includes street rights-of-way, building footprints, and parking areas. SGS will incorporate up to one (1) round of revisions into the final concept master plan. Upon approval of the refined concept plan, SGS will provide the

Client with a high-quality, illustrative, rendered plan for the proposed site to be used for marketing purposes, preliminary pricing, and the client's next steps in the process. If requested, SGS will provide additional plan refinements or additional detail on an hourly basis per **Task III** outlined herein.

ADDITIONAL TASKS (IF REQUESTED)

TASK III: ADDITIONAL REVISIONS, MEETINGS, & OTHER SERVICES

As with any development of this magnitude, it is difficult to predict all the potential factors, scenarios, and shifts in direction that will occur along the way. SGS will make necessary additional revisions to the deliverables, will attend additional meetings, and will produce additional marketing materials, graphics, renderings, marketing booklet/pamphlet and/or presentation materials as requested by the client.

Any additional scope or client requests not explicitly detailed herein, may be conducted on an hourly basis under Task III upon approval/request from the client. A formal proposal for any additional services may be requested at any time by the client team.

2. Compensation and Payment

TASK	FEE
TASK I: Concept Site Plan / Site Feasibility Study	\$16,500, Fixed Fee
TASK II: Master Plan Refinement	\$38,500, Fixed Fee
TASK III: Revisions, Meetings, and Other Services Hourly	

Expenses (e.g. travel and printing) will be billed at cost. Any amount of expenses greater than \$1,850 must be approved in advance by the City.

3. **SGS Associates Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that SGS and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. SGS shall have no authority to obligate the City to an indebtedness or other obligation.

4. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville
Attention: Shane Davis
P.O. Box 308
Huntsville, Alabama 35804
shane.davis@huntsvilleal.gov
256-427-5310

Smith Gee Studio, L.L.C.
Attention: Scott Morton
602 Taylor Street
Suite 201
Nashville, TN 37208
smorton@smithgeestudio.com
615-739-5555

5. **Subcontracting:** SGS may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. SGS shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. SGS shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve SGS of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

6. **Confidential Information:** Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

7. **Termination**

(1) Termination for Convenience.

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to SGS. Notice to terminate shall be given to SGS by written notification mailed or hand delivered to the contact address for SGS listed in Section 5 herein. In the event of such termination without cause, SGS shall be

compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon SGS providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, SGS shall promptly submit the City its invoice for final payment.

(2) Termination for Cause.

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

8. **Non-exclusiveness of Remedies.** Any right or remedy on behalf of the City or SGS provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

9. **Injuries to SGS.** SGS is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of SGS and its agents and/or employees. SGS waives any and all rights to recovery from the City for any injuries that SGS (and/or its agents and/or employees) may sustain while performing services under this Agreement.

10. **Insurance.** SGS 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. SGS shall procure and maintain for the duration of the job until final acceptance by the City, 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 SGS, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

\$ 2,000,000 General Aggregate Limit

\$ 1,000,000 Products - Completed Operations Aggregate

\$ 1,000,000 Personal & Advertising Injury

\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

\$ 1,000,000 per Claim

3. Automobile Liability:

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

4. Workers' Compensation:

As Required by the State of Alabama Statute. Waivers of subrogation are required.

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

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

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

a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of SGS for products used by and completed operations of SGS; or automobiles owned, leased, hired or borrowed by SGS. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. SGS's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of SGS's insurance and shall not contribute to it.

c. SGS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

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

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and SGS shall furnish the City 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 City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

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

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

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

2. Professional Liability:

SGS agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of SGS or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

SGS agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by SGS pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to SGS and granting SGS the sole

right to defend such claim. In the event of any infringement or claimed infringement, SGS, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

11. **CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

SGS shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

12. **GENERAL PROVISIONS.**

1. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

2. Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

3. Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

5. Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

6. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

7. Property of City.

All work product prepared by SGS shall become and be the sole property of the City.

8. Third Parties.

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

9. Non-Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

11. Survivability.

The terms of Section 11.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

12. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of SGS's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

13. Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and SGS is deemed to have based its estimate of

performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) SGS's proposal dated June 6, 2024, which is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle

Its: Mayor

Attest: _____

Shaundrika Edwards

Its: City Clerk

Smith Gee Studio, L.L.C.

By: _____

Scott Morton

Its: Associate Principal



SMITH GEE STUDIO

ARCHITECTURE URBAN DESIGN INTERIORS

June 6, 2024

Shane A. Davis, P.E.
Director of Urban and Economic Development
CITY OF HUNTSVILLE
320 Fountain Circle | Huntsville, AL 35801
Office: (256) 427-5300
shane.davis@huntsvilleal.gov

RE: Proposal for North Gateway Master Plan – Design Services

Dear Shane,

Smith Gee Studio, LLC is pleased to submit this proposal for the targeted development sites located along Bob Wade Lane and US Route 231 in North Huntsville (up to 550 acres Total +/-). We appreciate the opportunity to work with you on this exciting project.

This Letter of Agreement outlines our proposed steps to create concept framework and master planning services that conveys a compelling vision for future redevelopment in the area. We've included a multi-step process for your consideration in order to provide flexibility in the process as the vision develops.

PROJECT DESCRIPTION

TASK I	Concept Framework Plans
TASK II	Master Plan Refinement

Additional Tasks (if requested)

TASK III	Final Master Plan
TASK IV	Additional Revisions, Meetings and Other Services

A detailed description of the services and deliverables for each task is provided below.

TASK I: CONCEPT FRAMEWORK PLANS

A. Zoning and Site Analysis

Prior to undertaking a concept master planning effort, it is crucial to gain an understanding of the land, the potential it offers, and the constraints imposed upon it. To accomplish this task, SGS will review all applicable local regulations. SGS will utilize a client-provided survey to create the base map that graphically illustrates the physical attributes of the project site. The base plan will illustrate known easements, setbacks, and buffers, nearby uses (existing and any proposed developments) and other potential encumbrances and constraints on the project site. Furthermore, the exhibit will identify potential opportunities related to existing infrastructure, viewsheds, connectivity, and vision.

B. Concept Framework Plans

Based on initial discussions, SGS will develop up to two (2) concept framework plans that convey the proposed street infrastructure, land uses, open spaces, and development patterns. Through our conversations, SGS understands the desired development program options can include:

- Grocery & Outparcels
- Big Box Retail & Small Shops
- Mixed-Use
- Multi-family & Single-Family
- Hospitality
- Industrial & Commercial Office Park
- Open Space, Placemaking, & Connectivity

Proposed development data will be produced in land area acreages and densities in units per acre for you to begin understanding the potential development yield of the site. After receiving Client feedback, SGS will incorporate any revisions into one (1) final concept framework. SGS will produce a high-quality, illustrative, hand drawn rendered plan for the proposed site to be used for presentation to local stakeholders. If requested, SGS will provide additional plan refinements, additional detail, or explore a new concept option(s) on an hourly basis per **Task IV** outlined herein.

TASK II: MASTER PLAN REFINEMENT

SGS will refine the preferred Concept Framework into a more detailed concept Master Plan that illustrates potential development yields.

The refined concept master plan will include the following information:

- Street Network Plan
- Concept Building Footprints
- Residential Unit Yield by Product Type
- Commercial Yield by Gross Square Footage
- Parking Layout and Yield
- Open Space, Landscape Buffering and Amenity Plan

SGS will deliver a hand drawn, illustratively rendered concept master plan with development yield analysis. If requested, SGS will provide additional plan refinements, additional detail, or explore a new concept option(s) on an hourly basis per **Task IV** outlined herein.

SMITH GEE STUDIO

602 TAYLOR STREET • SUITE 201 • NASHVILLE, TENNESSEE 37208 • 615-739-5555

ADDITIONAL TASKS (IF REQUESTED)

TASK III: FINAL MASTER PLAN

Once the concept master plan has been finalized, SGS will be translate the plan into CAD format. The CAD file may be used for stakeholder and consultant coordination. The CAD file will include street rights-of-way, building footprints, and parking areas. SGS will incorporate up to one (1) round of revisions into the final concept master plan. If requested, SGS will provide additional plan refinements or additional detail on an hourly basis per Task IV outlined herein.

TASK IV: ADDITIONAL REVISIONS, MEETINGS, & OTHER SERVICES

As with any development of this magnitude, it is difficult to predict all of the potential factors, scenarios, and shifts in direction that will occur along the way. SGS will make necessary additional revisions to the deliverables, will attend additional meetings, and will produce additional marketing materials, graphics, renderings, marketing booklet/pamphlet and/or presentation materials as requested by the client.

Any additional scope or client requests not explicitly detailed herein, may be conducted on an hourly basis under Task IV upon approval/request from the client. A formal proposal for any additional services may be requested at any time by the client team.

COMPENSATION AND PAYMENT

FEE

TASK I:	Concept Framework Plans	\$16,500, Fixed Fee
TASK II:	Master Plan Refinement	\$38,500, Fixed Fee

Additional Tasks (if requested)

TASK III:	Final Master Plan	\$16,500, Fixed Fee
TASK IV:	Revisions, Meetings, and Other Services	Hourly, NTE \$20,000

Note: The above scope may require services that may be determined necessary to advance the vision and entitlements but are not provided by SGS (i.e., Traffic Study, Stormwater Concepts, Surveys, Utility locations, grading plans, landscape plans, legal counsel, etc.).

Additionally, this fee is subject to any Reimbursable Expenses which will be calculated in accordance with Attachment "A".

For Hourly and Additional Services of the Architect, compensation shall be computed on a time-and-expense basis using Architect's standard hourly rates in accordance with "Attachment A". These rates are subject to periodic adjustment in accordance with the Architect's salary review practices in January of each year beginning one year from the date of proposal.

This proposal is valid and available for acceptance for a period of thirty (30) days from the date of submittal. If this agreement is accepted, Architect agrees to provide total design services in accordance with the terms of the Agreement for a maximum period of eight (8) months from date of acceptance. After the initial eight-month period, the terms of the Agreement are subject to renegotiations. We will not undertake any design work as described in the scope of services without written authorization from you. For the purposes of this Agreement, the work may proceed under separate work authorizations and be suspended as provided in the Standard Terms and Conditions upon written notification to us.