



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/16/2023

File ID: TMP-3621

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc for the John Hunt Park Tennis Center Expansion.

Resolution No.

Finance Information:

Account Number: 3050-14-00000-521027-00000000

City Cost Amount: \$58,335.00

Total Cost: \$ 58,335.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2305 Airport Road

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

Additional Comments:

Geotechnical Engineering, Construction Materials Testing, Special Inspections and ADEM Inspections.

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 Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc., for engineering services for the John Hunt Park Tennis Center Expansion, Huntsville, Alabama in the amount of Fifty Eight Thousand Three Hundred Thirty-Five Dollars and 00/100s (\$58,335.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc.,” consisting of a total of eighteen (18) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 16th day of November, 2023.

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

APPROVED this the 16th day of November, 2023.

Mayor of the City of Huntsville,
Alabama

**STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
CDG ENGINEERS & ASSOCIATES, INC.**



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

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

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

**CDG Engineers & Assoc. Inc.
6767 Old Madison Pike
Suite 400
Huntsville, Alabama 35806**

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

Project Title: **John Hunt Park Tennis Center Expansion**
General Project Description: **Geotechnical Engineering, Construction Materials Testing, Special Inspections and ADEM Inspections.**

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

Date: November 16, 2023

President of the City Council: _____

ARTICLE I

THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of November 16, 2023. The final completion date for the completion of the Project shall be approximately February 16, 2025.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the John Hunt Park Tennis Center Expansion as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", the Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.4.3 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.4.4 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.4.5 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer 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.

1.4.6 As relates to materials testing and inspection services performed herein, the Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner and the Project Architect that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with

the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.4.8 In accordance with Section 7.7 herein, the Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

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

1.7 PERSONNEL

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

NAME	FUNCTION
Allen Yates	Senior Engineer

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

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

Name	Work Telephone	Cell Telephone
William C. Bell	256-427-5286	

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

ARTICLE II

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

N/A

ARTICLE III CONSTRUCTION COSTS

N/A

ARTICLE IV BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **\$58,335.00**. These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

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

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

ARTICLE V PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

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

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have

been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

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

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

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

5.5 ENGINEER'S RECORDS

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

ARTICLE VI TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

7.2.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the Engineering industry; and third, if there is no generally accepted meaning in the Engineering industry, according to its common and customary usage.

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

7.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

7.2.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

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

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

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

7.7 INSURANCE

The Engineer shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Engineer shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

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

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

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

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

\$ 1,000,000 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:

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

3. Automobile Liability:

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

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

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

C. OTHER INSURANCE PROVISIONS:

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

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

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

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

2. All Coverages:

- a. Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

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

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

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

2. Professional Liability:

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

**ARTICLE VIII
OTHER CONDITIONS OR SERVICES**

8.1 N/A

8.2 ENTIRE AGREEMENT

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

ENGINEER

OWNER

SEAL

SEAL

Allen Yates

By:

Tommy Battle

By:

(SIGNATURE)

(SIGNATURE)

Allen Yates
CDG Engineers & Associates, Inc.
6767 Old Madison Pike: Suite 400
Huntsville, AL 35806

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

(DATE OF EXECUTION)

(DATE OF EXECUTION)

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



6767 Old Madison Pike
Suite 400
Huntsville, AL 35806
Tel (256) 539-7470
Fax (256) 539-7473

cdge.com

October, 2023

City of Huntsville
General Services Department
2411-A 9th Avenue
Huntsville, Alabama 35805

Attention: Mr. Chris O'Neil, Facilities Projects Manager

Reference: **Proposal to Provide Geotechnical Engineering, NPDES Permit and Inspection, and Construction Phase Services Tennis Center Expansion – John Hunt Park Huntsville, Alabama**
CDG Reference Number: P951623002

Dear Mr. O'Neil:

CDG, Inc. (CDG) is pleased to submit this proposal to provide engineering and construction phase services for the proposed Tennis Center Expansion at John Hunt Park in Huntsville, Alabama. CDG is a multi-discipline, engineering and environmental services firm with a 75-year history of successful operation. We are very familiar with the local geotechnical and construction conditions. And with an office located in Huntsville, we can provide you with expert and efficient service.

The CDG Testing Laboratory is accredited by the American Association of State Highway Transportation Officials (AASHTO Resource and CCRL). Our testing technicians maintain certifications in concrete and nuclear density testing to ensure strict quality control. CDG is committed to providing highly trained and experienced personnel for the success of this project.

Site and Project Description

Based on a review of available aerial and street level imagery, the limits of the proposed work are vegetated with short grasses. The existing topography is relatively flat. Surrounding improvements include asphalt paved streets providing access to existing facilities within John Hunt Park, existing asphalt paved parking, and a small facility support building.



Based on the provided drawings (*John Hunt Park: Tennis Center Expansion; Grading Plan*; dated 9/22/2023), the proposed development will consist of ten (10) new lighted tennis courts and an associated ± 2.3 -acre parking lot. Concrete sidewalk will be installed around the perimeter of both the courts and parking area. Earthwork will be limited to cuts and fill of less than 5 feet.

Proposed traffic information for the parking lot was unavailable at the time of proposal preparation. Therefore, we have assumed that traffic will consist primarily of passenger vehicles with occasional buses or larger maintenance. No significant semi-tractor loading is anticipated for the parking areas. Additionally, specific structural loads for tennis court luminaires were not provided. Foundation design of the luminaires is expected to be performed by MUSCO.

GEOTECHNICAL SERVICES

The purposes of the geotechnical study are to determine general subsurface conditions at specific soil test boring locations and provide geotechnical recommendations relative to the earthwork, foundation, and paving phases of construction. In general, our proposed scope of geotechnical services includes a subsurface exploration, field and laboratory soil testing, engineering evaluation, and preparation of a geotechnical report containing our findings and conclusions. Specifically, our proposed scope of services consists of the following:

- Site reconnaissance, soil test boring layout, and geologic map review.
- Mobilization of a truck-mounted drilling rig and soil test borings in the proposed development area. The following number and depth of borings are proposed:
 - Court Luminaires – 13 borings, 20 feet deep
 - Tennis Courts – 4 borings, 10 feet deep
 - Parking Lot – 8 borings, 10 feet deep
 - Detention Pond – 1 boring, 10 feet deep

Borings will contain Standard Penetration Tests at 2½-foot intervals and will extend to the noted depths below the existing ground surface or to refusal, whichever occurs first.

- Laboratory tests to determine site-specific soil classification characteristics. Tests will include the following: Natural Moisture Content, Grain Size Analysis (8), and Atterberg Limits (8).
- Evaluation of the information gathered during the subsurface exploration and laboratory testing program and preparation of a geotechnical engineering report. The report will address the following items:
 - Site and project descriptions.



- Local geology and its implications for the planned development.
- Subsurface conditions encountered in the borings.
- Groundwater measurements at the time of the field work.
- Laboratory test results.
- Earthwork recommendations including subgrade preparation, excavation and fill placement, reuse of on-site soils as structural fill, treatment of unsuitable soils, and groundwater control.
- Pavement subgrade preparation considerations and recommended typical flexible pavement sections based on assumed traffic intensities and soil support parameters derived from correlations with index properties.
- Recommend lateral earth pressure parameters for use in structural design (by others) of luminaire foundations.

Test Locations

Soil test boring locations will be estimated in the field using a Trimble R2 GPS device capable of sub-meter horizontal accuracy and existing features shown on available plans. Test locations may be more accurately established in the field using high-precision surveying equipment if requested by the client.

Site Access and Restoration

We have assumed that right-of-entry has been obtained for CDG to perform the proposed evaluation. Based on review of aerial imagery, the proposed development area is generally clear for the drilling equipment to access the proposed boring locations. Therefore, the soil test borings will be performed at accessible locations using a truck-mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (dozer or ATV-mounted drilling rig) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.

CDG will perform the subsurface exploration with large, heavy equipment that will cause a small amount of disturbance such as rutting in unpaved areas and small piles of auger cuttings from the borings. We will endeavor to minimize our impact to the site. Boreholes will be backfilled with auger cuttings. This proposal does not include additional site restoration.

Utility Location

CDG will notify the line location service concerning the proposed borings. However, we note that the service will generally not mark lines outside the right-of-way. Therefore, we request that the client provide plans or mark in the field the location of buried utility lines, if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.



Geotechnical Budget

Based on the noted scope of geotechnical services and assuming no unusual conditions are encountered at the site, the lump sum fee is **\$20,510.00**. At the client's request, supplementary services will be provided for additional negotiated compensation. If unanticipated conditions are encountered, we will notify you of our recommendations for a change in scope and the associated budget adjustment, if necessary. However, the noted budget will not be exceeded without your prior authorization.

NPDES STORMWATER PERMITTING AND INSPECTION VISITS

NPDES Stormwater Permitting

CDG will complete a construction stormwater NPDES permitting and Best Management Practices plan required by the Alabama Department of Environmental Management (ADEM) specifying the City of Huntsville as the permit holder. The permit application submittal will consist of the completion of a Notice of Intent (NOI) and a site location map. The NOI will be digitally submitted through the ADEM e-NOI website. Additionally, CDG will submit the required \$1,385.00 application fee in conjunction with the NOI. The current construction stormwater General Permit provides coverage until March 31, 2026. CDG will also prepare the permit Termination Request form at the end of the project and submit to ADEM.

The Best Management Plan (BMP) will include site information, project contact information, and required erosion control measures for project construction activities (referencing the prepared erosion control plan in the project documents). The lump sum budget for completing the NPDES permit application, including the application fee, is **\$3,425.00**.

NPDES Stormwater Inspection Services

NPDES stormwater inspection services will include site visits for evaluation of existing site conditions and proper maintenance of existing Best Management Practices for the site during construction and submittal of the inspection report to the client. The inspections will be performed monthly or after a qualifying rainfall event until the site disturbance phase of the project has been completed or upon request.

Based on an overall inspection duration of 14 months, we have assumed twenty (20) two-hour site visits will be required to perform these services. The cost of an individual site visit will be \$450.00. Therefore, an appropriate lump sum fee for these services, which includes report review and distribution, is **\$9,000.00**.



CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES

Construction phase services will be provided on-call as requested and scheduled by the contractor's representative. Charges will be billed on a unit rate basis in accordance with the attached Fee Schedule. However, for planning purposes, we have prepared the following budget estimate based on our understanding of the expected scope of services for the site. Those services are expected to include soil density testing (and associated laboratory testing), subgrade evaluation, structural concrete sampling and testing, observation of light pole foundation excavations, and senior consultation with field staff.

The amount of testing required depends on the contractor's schedule. At the time of proposal preparation, the project had not been advertised for bids. Therefore, we have made assumptions regarding the frequency of visits based on the project scope and our experience with similar work. The final cost of testing will depend on the actual duration of construction and the total amount of time and testing required.

Proofrolling and Subgrade Evaluation

The subgrade soils should be tested and approved to ensure compliance with the project requirements. We have budgeted for 7 site visits (3 hours per trip) to evaluate the suitability of exposed soils or base materials prior to placement of structural fill or construction of overlying structures.

Soil and Base Compaction Testing

Earthwork at the site is expected to include structural fill placement for fine grading and backfill of any undercut required for low-consistency subgrade materials. Density testing should be performed on each lift of fill placed. Additionally, density testing of base in paved areas will be required. Testing of compacted soil and base is expected to be performed on a full-time (8 hours per trip) basis. We have assumed that 7 episodes of density testing will be required. The scope of compaction testing includes 2 Standard Proctor / soil classification tests and 1 Modified Proctor test.

Foundation Bearing Surface Evaluation and Reinforcement Observation

The proposed luminaries may require reinforced, cast-in-place foundations for support. Foundation bearing surfaces and proper reinforcing steel are to be verified prior to footing construction. We have assumed that 6 site visits (4 hours per visit) will be required to evaluate foundations and reinforcement at the proposed luminaire locations.



Structural Concrete Sampling and Testing

Structural concrete will be placed in luminaire foundations, sidewalks, and portions of the parking lot (curb & gutter). Plastic concrete will be sampled and tested to determine temperature, slump, air content and compressive strength.

One set of five 4"x8" test cylinders will be molded for each episode of concrete testing. Test specimens will be molded, transported to the CDG Materials Testing Laboratory, cured, and tested for compressive strength in general accordance with appropriate ASTM standards.

For budgeting purposes, we have assumed that 14 trips will be required to test concrete, with a typical trip duration of 3 hours. Additionally, the budget is based on molding a total of 70 concrete cylinders in 14 sets.

Budget Summary for Construction Testing Services

Scope Description	Estimated Budget
Proofrolling and Subgrade Evaluation	\$4,005
Soil Density Testing and Laboratory Testing	\$8,335
Observation of Luminaire Foundation Excavations	\$5,130
Structural Concrete Sampling and Testing	\$7,930
Sub-Total for Construction Phase Services	\$25,400

OVERALL BUDGET SUMMARY AND CLOSING

The following table presents a summary of lump sum or estimated hourly budgets for the different services performed for the project.

Service Type	Fee Type	Budget
Geotechnical Evaluation	Lump Sum (Fixed)	\$20,510.00
NPDES Permitting	Lump Sum (Fixed)	\$3,425.00
NPDES Inspections (14 months)	Lump Sum (Fixed)	\$9,000.00
Total Lump Sum Fee		\$32,935.00
Construction Testing and Observation	Hourly (Unit Rate)	\$25,400.00
Total Budget Estimate		\$58,335.00



We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Please call if you have any questions.

Sincerely,

CDG, Inc.

A handwritten signature in blue ink that reads "Allen J. Yates".

Allen J. Yates, PE
Senior Engineer

A handwritten signature in blue ink that reads "Danner Drake".

Danner Drake, PE
Practice Leader

Attachments: 2023 Fee Schedule



CDG, INC.
2023 FEE SCHEDULE
CONSTRUCTION PHASE SERVICES

Tennis Center Expansion – John Hunt Park – Huntsville, Alabama
CDG Reference Number: P951623002

- 1. Personnel**
 - a. Technician I\$ 70.00 / hour
 - b. Technician II\$ 85.00 / hour
 - c. Technician III.....\$ 100.00 / hour
 - d. Staff Professional.....\$ 115.00 / hour
 - e. Certified Inspector\$ 135.00 / hour
 - f. Project Professional\$ 165.00 / hour
 - g. Project Manager.....\$ 220.00 / hour
 - h. Senior Engineer, PE.....\$ 275.00 / hour

- 2. Laboratory Testing – Soil, Concrete, Asphalt, Aggregate**
 - a. Moisture Content \$ 12.00 / test
 - b. Wash #200 Sieve \$ 85.00 / test
 - c. Mechanical Grain Size Analysis \$ 110.00 / test
 - d. Hydrometer Analysis \$ 190.00 / test
 - e. Atterberg Limits (LL, PL, PI) \$ 125.00 / test
 - f. Standard Proctor \$ 165.00 / test
 - g. Modified Proctor..... \$ 180.00 / test
 - h. Density of Asphalt Core..... \$ 95.00 / test
 - i. Compression Testing – Concrete Cylinder\$ 25.00 / cylinder
 - j. Compression Testing – Grout/Mortar Prism.....\$ 30.00 / prism
 - k. Flexural Testing – Concrete Beam.....\$ 50.00 / beam
 - l. Test Specimen End Preparation \$ 35.00 / end
 - m. Mobile LaboratoryProject Specific

- 3. Equipment / Miscellaneous**
 - a. Nuclear Density Gauge \$ 50.00 / trip
 - b. Static / Dynamic Cone Penetrometer \$ 26.00 / trip
 - c. Calibrated Bolt Torque Wrench..... \$ 30.00 / trip
 - d. Sand Cone / Drive Cylinder \$ 22.00 / test
 - e. Asphalt/Concrete Coring\$ 16.00 / in.-depth
 - f. Sprayed Fire-Resistive Material Testing..... \$ 35.00 / test
 - g. Moisture Vapor Emission Test \$ 30.00 / test
 - h. Mileage\$ Current GSA Rate
 - i. Per Diem (overnight/man) \$ 175.00 / day
 - j. Subcontract Goods or Services (as requested by client)cost + 15 %

Notes:

A quarter hour of technician and Senior Engineer, P.E. time per testing report is required for preparation, engineering review and distribution. Mileage and travel time will be charged portal to portal (typical minimum of 3 hours). The provided rates are for work performed during normal business hours. Overtime charges (1.5) will apply for personnel hours worked in excess of 8 hours per day, at night and for time worked on weekends or holidays. Rates are subject to a maximum annual escalation equal to the CPI effective each calendar year.