



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

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

File ID: TMP-4241

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 TTL, Inc for the Martin Road Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522021-000000000

City Cost Amount: \$ 83,346.00

Total Cost: \$ 83,346.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 150 Martin Road

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

Additional Comments:

Construction Materials Testing, Special Inspections and NPDES Permitting and Compliance Consulting Services for the New Martin Road Recreation Center

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and TTL, Inc in the amount of Eighty-Three Thousand Three Hundred Forty-Six Dollars and No/100's (\$83,346.00) for the Martin Road Recreation Center located at 150 Martin Road SW, 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 the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and TTL, Inc" consisting 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 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

**STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
TTL, 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:

**TTL, Inc.
101 Quality Cir NW
Suite 130
Huntsville, Alabama 358506**

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

Project Title: **Martin Road Recreation Center**

Address: **150 Martin Road SW**

General Project Description: **Construction Materials Testing, Special Inspections and NPDES
Permitting and Compliance Consulting Services for the New Martin Road Recreation Center**

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: June 13, 2024

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. Engineer's services under this Agreement will be performed using that level of professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer professional. 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 **June 13, 2024**. The final completion date for the completion of the Project shall be approximately **June 13, 2025**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to NPDES permitting and compliance consulting services for the work to be performed on the **Martin Road Recreation Center** 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
<u>C. Whitton Wilkerson</u>	<u>Project Manager</u>

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
<u>Nicholas Gabig</u>	<u>256-427-5287</u>

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

41 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 **\$83,346.00 (Eighty Three Thousand Three Hundred Forty Six Dollars and NO/100s)**. These amounts include the cost of addenda related to the bidding of the Construction Project.

42 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.

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

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

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

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

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

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

5.2 TIME FOR PAYMENT

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

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

5.4 REIMBURSABLE EXPENSES

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

5.5 ENGINEER'S RECORDS

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

ARTICLE VI TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

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

intended result shall be provided by the Engineer.

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

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

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

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

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

7.3 TIME IS OF THE ESSENCE

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

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

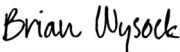
8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

ENGINEER

SEAL

Brian Wysock

By:

DocuSigned by:

DCF9BCC0774D410...
(SIGNATURE)

**TTL, Inc.
101Quality Cir NW
Suite 130
Huntsville, AL 35806**

5/22/2024 | 8:12 AM CDT

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

(SIGNATURE)

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

June 13, 2024

(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.

Exhibit A



101 Quality Circle NW, Ste. 130
Huntsville, AL 35806
256.384.6768

WWW.TTLUSA.COM

January 4, 2024

City of Huntsville
2411 9th Avenue
Huntsville, Alabama 35805

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

**Reference: Proposal for Construction Materials Testing, Special Inspections, and NPDES
Permitting and Compliance Consulting Services
Martin Road Recreation Center**
Huntsville, Madison County, Alabama
TTL Proposal Number 000230500512.00

Dear Mr. O'Neil:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for providing Construction Materials Testing (CMT), Special Inspections (SI), and National Pollutant Discharge Elimination System (NPDES) Permitting and Compliance Consulting Services for the Martin Road Recreation Center located in Huntsville, Madison County, Alabama. Estimated quantities are based on the 60% Design plan set provided by the City of Huntsville. The following contains our understanding of the project information, our proposed scope of services, and compensation requirements. A detailed construction schedule was not readily available at the time of this proposal.

1.0 PROJECT INFORMATION

The project will include the construction of a new recreation center located on Martin Road in Huntsville, AL. The new building will include 2 new full court basketball gyms, 2 fitness rooms, associated offices, storage, and restrooms. The site also includes a pickleball court, new access drive, and associated parking lot. At the time of this proposal, only a 60% plan set was available which did not include structural drawings and only limited architectural drawings. TTL assumes the building will be constructed with slabs-on-grade, shallow foundation systems, concrete masonry unit (CMU) walls, and a steel deck roof. Minimal grading (+/- 1 foot) will be required across the majority of the site, however, approximately 9 feet of fill will be needed in the Special Flood Hazard Area (SFHA) zone to build the new roadway entrance.

Provided documents used to prepare this proposal:

- 60% Set Martin Road Recreation Center 10-09-2023

Once plans are completed, TTL requests the opportunity to review this proposal and edit as needed based on the new plan set.

2.0 SCOPE OF SERVICES

2.1 Construction Materials Testing and Special Inspection Services

Our proposed scope of services includes Construction Materials Testing as well as International Building Code (IBC) Special Inspection services. At the time of this proposal, no construction schedule was readily available and only 60% plans were available. No structural plans were included in the 60% plan set. Our estimates are based on previously completed similar projects. Based on an assumed project schedule, we expect part-time testing services will be required during the construction period. TTL will provide a part-time engineering technician and a part-time project engineer to monitor the grading of the site, monitor undercutting operations, and perform compaction testing. A part-time engineering technician will sample and test fresh concrete and grout. Additional part-time personnel will be available on a call-out basis if needed. The concrete and soil laboratory tests will be performed at our AASHTO accredited Decatur office.

Special inspection Services will be performed in general accordance with Chapter 17 of the specified IBC and as outlined in the project specifications. TTL's Special Inspectors are International Code Council (ICC) and American Welding Society (AWS) certified having the following certifications; Soils Special Inspector, Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, and Certified Welding Inspector.

Our proposed scope of services includes CMT, as well as IBC SI services and includes the following:

EARTHWORK, BASE, AND PAVING

- Observe proofrolling and undercutting operations.
- Observe subgrade conditions of excavations prior to concrete placement.
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe base placement and perform nuclear density tests on the compacted base materials in hardscape areas.
- Obtain bulk samples of the base materials for Proctor density and base analysis testing.
- Observe Asphalt paving.

SITE PLACED CONCRETE AND GROUT

- Monitor the placement of structural concrete pours.
- Cast a set of five (5) test cylinders at the specified frequency for each concrete mix placed each day, but not less than one set per day. Slump, air content, and temperature tests will be performed for each set of test cylinders. Slumps of other loads will be visually estimated and tests will be performed as deemed necessary to maintain a uniform slump.

- Monitor the placement of structural grout.
- Cast a set of four (4) test prisms for each grout mix placed for every 5,000 square feet of wall. Slump and temperature tests will be performed for each set of test prisms.

SPECIAL INSPECTIONS

Special inspections will be performed as required by Chapter 17 of the specified International Building Code (IBC).

- Observe the steel reinforcement prior to concrete placement.
- Observe welded and bolted connections for structural steel and perform non-destructive testing of welds as required by the project specifications.
- Observe installation of roof decking.

2.2 NPDES Permitting and Compliance

Construction Permit Notice of Intent

TTL will prepare the electronic Notice of Intent (eNOI) for coverage under the NPDES general permit for discharges associated with construction activities. The NOI and permit application fee of \$1,385 will be paid by TTL and submitted to ADEM through the Alabama Environmental Permitting and Compliance System (AEPACS) on behalf of the City. Your designated Responsible Office or designee will need an AEPACS account to complete the NOI signature portion of the permitting process. Only the designated responsible official or designee listed on the permit may sign NOI documents.

Construction Best Management Practices Plan

TTL will prepare the Construction Best Management Practices Plan (CBMPP) for the project. The CBMPP will contain a project location map and an overview plan of site-specific Best Management Practices (BMP) and devices which will address recommended erosion and sedimentation control measures to be implemented at the project site. The CBMPP will be certified by a Qualified Credentialed Professional (QCP) as required by the ADEM. The CBMPP is required to be kept on-site at all times during construction.

TTL will prepare a draft copy of the CBMPP for your review. Upon receipt of your comments, we will incorporate the appropriate comments into the final document prior to final submission to you. TTL will submit one electronic copy and one hard copy of the finalized CBMPP for your use. The CBMPP is required to be kept onsite at all times during construction.

QCI and QCP Inspections

Prior to beginning any land disturbance activities, a TTL QCP will perform and document a preconstruction inspection. TTL will perform stormwater inspections on behalf of the City of Huntsville as required by the permit. Inspections will be conducted after a qualifying rain event (equal to or greater than 0.75 inch of precipitation within any 24-hour period) with at least one inspection per month regardless of precipitation. Inspections will be documented on ADEM standard Form 23 and certified by a Qualified Credentialed Inspector (QCI), QCP, or qualified TTL personnel working under the direct supervision of the QCP, as required by ALR100000. The completed inspection forms will be submitted to the City of Huntsville for review and signature by the responsible official or designee. The inspection forms will provide a summary of the inspection findings including any deficiencies that were noted during the time of the inspection. Deficiencies should be addressed promptly to ensure compliance with the permit.

TTL anticipates performing two BMP inspections per month for the 12-month construction schedule at the rate of \$400 per inspection.

Under the general permit, a CBMPP inspection by a QCP will also be required every 6 months since this is not a priority construction site as defined by ALR100000. TTL anticipates one pre-construction observation by the QCP and one voluntary termination inspection by the QCP. TTL anticipates two QCP inspections at \$400 per inspection will be performed during the 12-month construction schedule.

Notice of Termination

When construction activities have ceased and the site is adequately stabilized in accordance with permit requirements, a final QCP inspection will be performed, and a Notice of Termination will be prepared in AEPACS. Please note, BMP inspections must continue as required by the permit until ADEM submits approval for permit termination in writing.

3.0 COMPENSATION

Based on our understanding of the project, TTL will perform the scope of services outlined above for the following fees:

Task	Estimated Project Fee
Construction Materials Testing and Special Inspections Services	
Construction Materials Testing and Special Inspections	\$65,846.00
Storm Water Permitting and Compliance	
Notice of Intent	\$2,500
Permitting Fee (Cost plus 15%)	\$1,600
Construction Best Management Practices Plan (CBMPP)	\$3,000
QCI and QCP Inspections (26 inspections at \$400/each) including Notice of Termination	\$10,400
TOTAL	\$83,346.00

We will not exceed this amount without prior authorization from you. The scope of services outlined in this proposal is limited to the activities as described herein.

Our recommended CMT and SI budget is listed above. No mileage will be charged for this project; therefore, these costs are excluded. Testing and inspection costs for this project will depend on such factors including the rate of construction, the amount of testing per site visit, and the number of retests required. TTL does not have control over the Contractor's scheduling or the quality of workmanship. These factors can have a significant effect on the amount of time that is required to properly perform the Testing and Inspections. Any and all delays outside of the control of TTL, including standby time, work not ready when scheduled, etc., will be charged on a time and materials basis in accordance with the attached unit-rates listed in our fee schedule. Our proposal is based on an estimated construction schedule.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way from

defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

4.0 EXCLUDED SERVICES

Without attempting to be a complete list, the following are specifically excluded from this scope of services:

- Environmental sampling or analysis required by the ADEM;
- Assessment of compliance with any other environmental regulations not associated with the NPDES program.

Should additional services be required or requested, including those but not limited to those listed above, TTL is available to provide an Opinion of Probable Cost upon request.

5.0 AUTHORIZATION

A Professional Services Agreement is attached and incorporated as part of this proposal. If this proposal for the scope of services outlined above meets with your approval, please authorize and return a signed copy of the attached Professional Services Agreement (PSA).

6.0 CLOSING

TTL appreciates the opportunity to work for the City of Huntsville on this project. Please contact the undersigned at (256)-384-6768 should you have any questions regarding this scope of services.

Sincerely,
TTL, Inc.



C. Whitton Wilkerson
CMT Project Leader



Joanna "Jeni" Jordan, PE
Environmental Project Leader



Charles R. Olgee, PE
Senior Engineer



R. Jason Webber, PE
CMT Regional Leader

Attachment: Professional Services Agreement (PSA)
TTL Schedule of Fees



101 Quality Circle NW, Ste. 130
Huntsville, AL 35806
256.384.6768
WWW.TTLUSA.COM

**TTL'S SCHEDULE OF FEES
CONSTRUCTION MATERIALS TESTING and SPECIAL INSPECTION SERVICES**

City of Huntsville
Martin Road Recreation Center
Huntsville, Madison County, Alabama
TTL Project No. 000230500512.00
January 4, 2024
Page 1 of 2

CONSTRUCTION MATERIALS TESTING

Earthwork (Assuming 6 weeks, part-time)

Obtain soil backfill samples, perform Proctor density tests, observe soil backfill, perform field density testing on soil materials.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
150 hours	Project Technician IV	\$69.00	\$10,350.00
75 each	Field Density Tests	\$15.00	\$1,125.00
3 each	Standard Proctor Density Test	\$145.00	\$435.00
1 each	Base Analysis	\$125.00	\$125.00
2 each	Soil Classification	\$185.00	\$370.00
Estimated Subtotal:			\$12,405.00

Cast-in-Place Concrete (Assuming 35 Visits, part-time)

Observe concrete placements, sample fresh concrete, cast test cylinders, test concrete cylinders for compressive strength.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
148 hours	Project Technician IV	\$69.00	\$10,212.00
195 each	Concrete Test Cylinders	\$15.00	\$2,925.00
Estimated Subtotal:			\$13,137.00

Asphaltic Concrete (Assuming 3 Visits, Part-time)

Perform field density and laboratory testing on asphaltic concrete materials. Obtain cores of asphaltic concrete from contractor and measure base courses for thickness and quality control.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
24 hours	Project Technician IV	\$69.00	\$1,656.00
Estimated Subtotal:			\$1,656.00

Masonry (Assuming 5 visits, part-time)

Sample fresh mortar, cast test cubes on block and brick mortar, observe grout being placed to fill block cells, sample fresh grout, cast test prisms on the block fill, test the cubes and prisms for compressive strength.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
10 hours	Project Technician IV	\$69.00	\$690.00
5 each	Grout Cubes	\$25.00	\$125.00
Estimated Subtotal:			\$815.00

PROJECT OVERSIGHT

Project Oversight

Attend project meetings, visit site and review daily reports and test data. Review construction documents and shop drawings.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
60 hours	Project Administrator I	\$68.00	\$4,080.00
60 hours	Project Professional III	\$163.00	\$9,780.00
20 hours	Senior Project Professional I	\$217.00	\$4,340.00
Estimated Subtotal:			\$18,200.00
CMT ESTIMATED TOTAL COST:			\$46,213.00

IBC SPECIAL INSPECTION SERVICES**Cast-in-Place Concrete (Assuming 25 visits, periodic)**

Observe foundation excavations and concrete formwork, verify the reinforcing steel and anchors are at the size and quantity as shown on the project plans, verify the steel and tendons are located within the project tolerances. Conduct floor flatness and floor levelness measurements if applicable.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
78 hours	Sr. Project Technician II	\$97.00	\$7,566.00
Estimated Subtotal:			\$7,566.00

Masonry (Assuming 25 visits, periodic)

Observe the size and location of structural elements, type, size and location of anchors and construction of mortar joints. Prior to grouting, verify grout space is clean and reinforcement and connectors are as shown on the project plans.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
75 hours	Sr. Project Technician II	\$97.00	\$7,275.00
Estimated Subtotal:			\$7,275.00

Structural Steel (Assuming 6 visits, periodic)

Observe welder certifications and welding procedures, observe welded and bolted connections of structural steel. Constant Monitoring of complete and partial penetration welds, multi-pass fillet welds, and single pass fillet welds >5/16".

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
32 hours	NDT Steel/ASNT Level I Technician	\$116.00	\$3,712.00
6 hours	Metals QA/QC Manager I	\$180.00	\$1,080.00
Estimated Subtotal:			\$4,792.00

IBC INSPECTION SERVICES ESTIMATED TOTAL COST: **\$19,633.00**

TOTAL CMT and PROJECT OVERSIGHT ESTIMATED TOTAL COST: **\$65,846.00**