



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/24/2025

File ID: TMP-5408

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Building & Earth, Inc. for Construction Materials Testing and Inspection Services for the John Hunt Park Sand Volleyball Pavilion Renovations.

Resolution No.

Finance Information:

Account Number: 3050-14-00000-521035-000000000-

City Cost Amount: \$32,435.00

Total Cost: \$32,435.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3725 Russell Brown Drive SW

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

Additional Comments:

Contract is to provide construction materials testing and special inspection services. This contract is for 522 Days.

RESOLUTION NO. 25-_____

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 a Standard Agreement by and between the City of Huntsville and Building and Earth, Inc. for construction materials testing and inspection services for the John Hunt Park Sand Volleyball Pavilion Renovation located at 3725 Russell Brown Drive SW, Huntsville, Alabama in the amount of Thirty-Two Thousand Four Hundred Thirty Five Dollars and 00/100s (\$32,435.00) 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 Building & Earth, Inc.” consisting of sixteen (16) 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 24th day of April, 2025.

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

APPROVED this the 24th day of April, 2025.

Mayor of the City of Huntsville,
Alabama

**STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
BUILDING & EARTH, 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:

**Building & Earth, Inc.
2607 Leeman Ferry Road
Suite 5
Huntsville, Alabama 35801**

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

Project Title: **John Hunt Park Sand Volleyball Pavilion Renovation**
General Project Description: **Contract is to provide construction materials testing and special inspection services. This contract is for 522 Days.**

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: April 24, 2025

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 April 25, 2025. The final completion date for the completion of the Project shall be approximately September 29, 2026.

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 Sand Volleyball Pavilion Renovation 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

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

Jeremy Millich

Work TelephoneCell Telephone

256-427-5236

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 **\$32,435.00**. 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 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

Mark Nolen

By:

(SIGNATURE)

**Mark Nolen
Building & Earth, Inc.
2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801**

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

(SIGNATURE)

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

April 24, 2025

(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.

March 27, 2025

EXHIBIT A

City of Huntsville General Services Department
308 Fountain Circle SW
Huntsville, AL 35801

Attention: Mr. Jeremy Millich (Jeremy.millich@huntsvilleal.gov)

Subject: Proposal to Provide Construction Materials Testing and
Inspection Services for
John Hunt Park Volleyball Pavillion Renovations
2305 Airport Rd SW
Huntsville, Alabama 35801
Building & Earth Proposal No.: HV27096

Dear Mr. Millich:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide construction materials testing and special inspection services for the subject project. Our personnel are well trained, and our firm principals have been providing similar services for over 35 years each. Building & Earth maintains certification and validation by both AASHTO and the U.S. Army Corps of Engineers. Our belief is that the proactive communication of critical information with clients is essential. Information must be swiftly rendered, trustworthy and accurate so important decisions that impact the project schedule are the right ones. Our internal quality control program is concrete evidence of our commitment to this very crucial principle.

PROJECT INFORMATION

The subject site is located near the intersection of Airport Road and Russell Brown Drive at John Hunt Park in Huntsville, Alabama. We understand that the proposed construction will consist of the extension of the existing volleyball court pavilion, including a second-floor addition, the addition of exterior sidewalks, and the addition of a concrete seating area surrounding the existing pavilion. Our budget estimate is based on construction drawings, project specifications, and addendums provided by Mr. Jeremy Millich on March

7, 2025. Our experience with similar projects, and our familiarity with the project site, uniquely qualifies Building & Earth to perform these materials testing and special inspection services. The project will consist of field/lab earthwork testing and observation, foundation installation observation, reinforcing steel and concrete testing, stormwater inspection, and steel inspection.

EARTHWORK OBSERVATION & TESTING SERVICES

During grading operations, an engineering technician will observe/document undercutting, stripping, and fill placement and perform soil density testing as required by the project specifications. We have assumed (5) 4-hour visits of part-time observations and density testing by an Engineering Technician. Material samples will be collected from the site or proposed borrow source and tested at our lab for soil classification, optimum moisture, and maximum dry density. We have assumed (1) Proctor samples with accompanying Atterberg limits tests corresponding to select proctor samples during fill operations. Included in this estimate are also (2) 4-hour visits by a member of our engineering staff to observe potential undercut of unsuitable material, site inspections, and proof rolls. Our cost estimate for earthwork phase of the project is **\$3,300**.

FOUNDATION OBSERVATION

We will check the bearing surface of all foundations for adequate soil stability. These inspections will also include an observation of the foundation size, general location, and cleanliness to include loose soil, groundwater, and trash removal. We have assumed a total of (1) 4-hour visits by a Field Engineer. Our cost estimate for foundation observation is **\$600**.

CONCRETE TESTING SERVICES

A Building & Earth inspector will observe the placement of reinforcing steel prior to foundation, slab, and miscellaneous concrete placement to document the quality, size, location, support, and concrete coverage for the reinforced concrete elements. An engineering technician will perform concrete field testing services. This includes casting specimens for compressive strength testing as well as completing associated field tests in accordance with project specifications. Sets of five concrete cylinders will be cast **every 50 cubic yards or fraction thereof** for each placement as required by specifications. We have assumed the following:

- Column/Spread Footing Foundations – 1 visits @ 4 hrs each
- Slabs and Concrete Paving – 2 visits @ 6 hrs each
- Concrete Seating, Exterior Slabs, and Misc. – 6 visits @ 4 hrs each

The associated laboratory testing and reporting is included in this portion of the estimate. Our cost estimate for this portion of the work is **\$12,150.**

STRUCTURAL STEEL INSPECTIONS

A Certified Welding Inspector (CWI) and Non Destructive Testing (NDT) inspector will inspect the structural steel erected. We anticipate that a CWI and NDT will be needed on site for a total of (2) 4-hour visits. Our cost estimate for this portion of the work is **\$1,300.**

STORMWATER INSPECTIONS

Building & Earth understands that a Notice of Intent (NOI) has not been applied for with ADEM for this project. Building & Earth can prepare and submit the NOI application to ADEM for an additional fee of **\$900.** The ADEM fee to submit a Construction Stormwater (ALR100000) Form 024 is **\$1,385,** which can be paid by the Client upon submission of the application or by Building & Earth by request of the Client and included in the budget.

Comprehensive inspections of the construction site and areas impacted by the construction site will be performed by an individual meeting the criteria for qualified stormwater inspector established by ADEM, or a person under the direct supervision of that individual. The site will be monitored for compliance with the parameters of the NPDES Permit. Each inspection will include an evaluation of the site activity and document whether or not any best management practices (BMPs) being implemented are adequate and if additional or improved control measures are needed.

All inspection reports will contain site information and be in a format acceptable to ADEM. The reports will document facility/site conditions and describe any BMP deficiencies and maintenance needs. The reports will also detail any corrective action(s) that need to be implemented to ensure compliance with the requirements of ADEM. Completed record keeping forms, photographs, and other pertinent site information will be included.

Once construction is almost complete and the site is more than 90% stabilized, Building & Earth will initiate the process to closeout the permit on the ADEM website. ADEM recognizes a stabilized site has have sod or established grass on more than 90% of the landscaped areas. The site must also not be actively discharging sediment to closeout the permit. All erosion control measures should be removed prior to closeout as well (silt fence, inlet protection, non-permanent check dams, etc.) Our cost to complete the required paperwork submittal to ADEM for permit termination is **\$900.**

Building & Earth understands the subject project site is not in a priority watershed, does not require a BMPP plan, and a permit has already been applied for.

At a minimum, monthly inspections are required to comply with ADEM. In addition, inspections will be required after any precipitation event of 0.75 inches or greater in any 24-hour period since the last inspection, commencing as promptly as possible, but no later than 48 hours after resuming or continuing active construction or disturbance, and completed no later than 72 hours following the qualifying precipitation. The cost to perform each site inspection is **\$350**. *Only inspections actually performed will be invoiced.* This estimate does not include sampling and testing of stormwater runoff. If water turbidity testing is required based on the approved permit, we will discuss a modified scope of work and its associated costs with your office. Once construction is almost complete and the site is more than 90% stabilized, Building & Earth will initiate the process of closing out the permit. The cost to prepare the required documents and submit to ADEM is \$650.00.

The anticipated project duration is estimated as 17 months. For budgeting purposes, we have assumed an average of 2 inspections per month will be required, for a total of 34 inspections. The cost for 34 anticipated inspections with reporting is **\$11,900**.

Our cost estimate for this portion of the work is **\$15,085**.

BUDGET SUMMARY

Earthwork Observation and Testing Services.....	\$3,300
Foundation Observations.....	\$600
Concrete Testing Services.....	\$12,150
Structural Steel Inspections.....	\$1,300
Stormwater Inspections.....	\$15,085
TOTAL.....	\$32,435

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

ADDITIONAL SERVICES

Additional services provided by Building & Earth but not included in this proposal include, but are not limited to:

- Retests for failing tests or inspections.
- Overtime for daily tasks that exceed 8-hrs, weekend, or holiday work.

Additional services not quantified and priced in this proposal will be provided upon request at our standard unit rates.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. Any work that is outside of our scope will be billed as additional services in accordance with the attached fee schedule.

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

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.



Joey Markowski, MSI
CMT Project Manager



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

Attachments: Unit Rate Fee Schedule
General Terms and Conditions



Building & Earth Sciences, Inc. 2025 CMT Fee Schedule

PERSONNEL

Clerical Services.....	\$50.00/hour
Engineering Technician	\$65.00/hour
ICC Special Inspector	\$100.00/hour
Field/Staff Professional or Engineer	\$110.00/hour
Certified Firestopping Inspector	\$120.00/hour
Structural Steel/Wood Framing Inspector (CWI/NDT).....	\$125.00/hour
Project Manager	\$150.00/hour
Professional Engineer, P.E	\$175.00/hour
Sr. Professional Engineer, P.E	\$200.00/hour
Project Principal, P.E	\$250.00/hour

LABORATORY TESTING

Standard Proctor Test (<i>ASTM D-698 or AASHTO T-99</i>)	\$150.00/each
Modified Proctor Test (<i>ASTM D-1557 or AASHTO T-180</i>).....	\$175.00/each
Atterberg Limits Determination.....	\$100.00/each
Material Finer than No. 200 Sieve (washed).....	\$100.00/each
Moisture Content Tests.....	\$20.00/each

CONCRETE AND AGGREGATE TESTING

Concrete Cylinders.....	\$25.00/each
Grout or Mortar Cubes.....	\$30.00/each
Concrete Beams (Flexural Strength).....	\$100.00/each
Floor Flatness/Levelness Testing.....	\$500.00/episode
Concrete Moisture Transmission & pH Test.....	\$100.00/each

ASPHALT TESTING

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

MISCELLANEOUS

Trip Charge (site within 25 miles of office)	\$50.00/trip
Mileage (site outside of 25 miles of office).....	\$1.00/mile
Equipment Rental (Nuclear Gauge, Concrete Equipment, etc.)	\$50.00/day

- The personnel rates will be billed portal to portal, with a 4 hour minimum charge per day.
- Overtime applies for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 1.5 times the normal unit rates.
- Engineering review of 0.25 hours per report is typically required for report review, distribution, and incidental consultation. Project coordination time will be billed according to the time required for scheduling.