

RESOLUTION NO. - _____

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 GTEC Corporation for engineering services for the John Hunt Park Kid's Space Redevelopment located at the 2010 Airport Road Huntsville, Alabama in the amount of Twenty Nine Thousand Seven Hundred Fifteen Dollars and 00/100s (\$29,715.00) 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 GTEC Corporation 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 Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

Mayor of the City of Huntsville,
Alabama

**STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GTEC CORPORATION**



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:

**GTEC Corporation
412 Governors Drive
Huntsville**

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

Project Title: John Hunt Park Kids Space

General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections for the

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: _____

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 February 25, 2022. The final completion date for the completion of the Project shall be approximately February 25, 2023.

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 Kids Space 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>W. Zack Young</u> | <u>President</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>Diana Cook, PE</u> | <u>256-924-1308</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

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 **\$29, 715.00** (Twenty Nine Thousand Seven Hundred Fifteen Dollars and N0/100s) with an additional reimbursable amount of \$1,000.00. 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

W. Zack Young

By:

(SIGNATURE)

**W. Zack Young
GTEC Corporation
412 Governors Drive
Huntsville, AL 35801**

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

(SIGNATURE)

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

(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.



February 4, 2022

EXHIBIT A

City of Huntsville
General Services Department
615 Washington Street
Huntsville, AL 35801

ATTN: Mr. Chris O'Neil

SUBJECT: Proposal for Construction Services
John Hunt Skate Park & Kids Space
Huntsville, Alabama
GTEC Proposal No. 0497-P

Ladies and Gentlemen,



GTEC, LLC (GTEC) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule, and presents the associated compensation for our services. Our General Terms and Conditions are attached and incorporated as part of the proposal.

PROJECT INFORMATION

Based on our (telephone, email) correspondence on January 25, 2022, with Mr. Chris O'Neil, we understand a new kids play space will be constructed at the site. Information concerning the construction were provided through the project drawings via an email from Mr. O'Neil. Aspects of the project include additional parking, sidewalks, rubberized play surfaces, restrooms, a sitting wall, an arch bridge, and shade sails. We understand that the City has contracted others to apply for a ADEM NPDES Permit and provide the required inspections.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

-  **Laboratory Testing in Support of Field Density Testing:** After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.
-  **Proofrolling Observations:** Our personnel can visually evaluate subgrade soil conditions in areas planned to receive structural fill, or in areas that have been filled to the finished grades. Proofrolling may help to identify areas which pump, rut, or deflect under passage of construction equipment.



- Undercut Observations and Documentation:** Our personnel can observe undercutting within the building pad and document that any undocumented fill, organic matter, etc. is removed in accordance with the recommendations of the Geotechnical Exploration.
- Density Testing:** Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.
- Shallow Foundation Excavation Evaluations:** After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the recommendations of the Geotechnical Exploration. Once reviewed by an GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.
- Concrete Sampling and Compressive Strength Testing:** During placement of fresh concrete, our personnel can perform air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by an GTEC project manager and forwarded to you. The client and contractor should understand GTEC does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.
- Density Testing of Compacted Aggregate Base Course:** After the dense graded aggregate has been placed and compacted, our personnel can perform density testing by either the Sand Cone Method or Nuclear Density Method.
- Asphalt Testing:** At the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF), if available, to obtain a percent compaction for each core.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:



- Special Inspection Testing and Observations in accordance with the International Building Code.
- We assume the contractor (or appropriate subcontractor) will provide their own competent person for OSHA related excavation evaluations.
- Engineering design of excavation shoring or shielding.
- Observation and documentation of steel reinforcing.
- Masonry wall construction observations.
- Floor flatness/levelness testing.
- Visual welding and/or bolt torque evaluations.
- Asphalt testing during production. We assume the asphalt paving contractor will perform their own quality control testing during placement.
- Stormwater Management Permitting and Inspections

As the project advances, we would be happy to incorporate the applicable portions of these excluded services into an addendum to this proposal, if needed.

CLIENT RESPONSIBILITIES

- Plans and Specifications: Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager at the following email address.

Jeremy C. Jess, P.E.

jjess@gteccorp.com

- Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. We require a minimum 48-hour notification when our services will be needed during night-time work, weekends, and/or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. When these holidays occur on a weekend, GTEC observes the holiday by closing our offices the Friday prior to, or the Monday following, the holiday.

Please coordinate a site visit to obtain representative soil and/or dense graded aggregate samples for laboratory Proctor testing at least 3 days prior to any scheduled field density testing.

When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the



Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.

- Concrete Curing Box: Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is typically constructed by the contractor.
- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8-inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8-inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8-inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8-inch cylinders, please notify us.
- Report Distribution: Provide us with all applicable names and addresses for report distribution.

COMPENSATION

As requested, we have prepared and attached Fee Estimates for our services. Based on the scope of work requested, the construction schedule, and the quantities on the attached Fee Estimates, we estimate our fees will be on the order of:

| | |
|--|--------------------|
| Construction Materials Testing: | \$21,915.00 |
| Concrete Testing Items related to the Skate Park: | \$ 7,800.00 |
| Total: | \$29,715.00 |

Since our services are dependent on the contractor's schedule and the number of trips requested, please verify that our assumptions and/or quantities are consistent with the project schedule. We will not exceed the above amount without your prior approval.

AUTHORIZATION

Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and/or if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to GTEC that you have reviewed the proposal and the General Terms and Conditions and hereby accept both as written.



This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended unless the changes are first agreed to in writing by the Client and GTEC. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by GTEC.

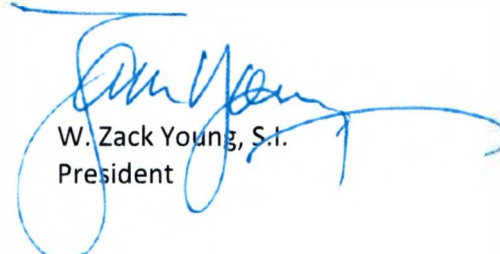
CLOSING REMARKS

GTEC appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this proposal, please do not hesitate to contact us at your convenience.

Respectfully,
GTEC



Jeremy C. Jess, P.E.
Executive Vice President



W. Zack Young, S.I.
President

Attachments: GTEC Fee Schedule
Fee Estimate
General Terms and Conditions

To Authorize this Proposal, please sign below:

Printed Name/Title

Company Name

Signature and Date

Billing Address

Accounts Payable Email Address



| Personnel Rates | | Rate |
|---|---|-----------------|
| | Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control) | \$52.00 hourly |
| | Field Tech Level 2 (NCAT - Asphalt, Masonry Observation) | \$62.00 hourly |
| | Steel Inspector | \$78.00 hourly |
| | Administrative Personnel | \$65.00 hourly |
| | Staff Professional | \$87.00 hourly |
| | Project Manager | \$125.00 hourly |
| | Senior Engineer, Registered / Senior Project Manager | \$135.00 hourly |
| | Principal Engineer | \$160.00 hourly |
| Additional Services/Equipment Charges | | Rate |
| | Nuclear Gauge Rental | \$40.00 day |
| | Concrete Equipment (Includes slump cone, air meter, and unit weight bucket) | \$40.00 day |
| | Truck Daily Charge | \$50.00 trip |
| | Coring Equipment | \$200.00 day |
| Lab Tests | | Rate |
| | Moisture Content | \$10.00 each |
| | Atterberg Limits, ASTM D423 and D424 | \$85.00 each |
| | Standard Proctor compaction test, ASTM D698 | \$130.00 each |
| | Modified Proctor compaction test, ASTM D1557 | \$145.00 each |
| | Concrete cylinders, lab cure, compressive test & report | \$25.00 each |
| Construction Stormwater Permitting/Inspecting | | Rate |
| | NPDES Permit Application, per site (20% Markup) | \$1,475.00 app |
| | Prepare eNOI | \$600.00 each |
| | NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC) | \$360.00 insp |
| | NPDES Permit Final Report and Termination/Close-out | \$400.00 each |
| | CBMPP, Design and Application of CBMPP | \$1,700.00 each |
| Note: <ul style="list-style-type: none"> * All rates will remain in effect through the duration of the project. * Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate. * Additional project specific tests can be priced upon request. * A minimum of 2 hours will be charged per trip for any work performed. | | |

412 Governors Drive Huntsville, AL 35801
 info@gteccorp.com | www.gteccorp.com
 o: 256.541.0165



| FEE ESTIMATE | | | | |
|--|--|-----------|--------------------------|--------------|
| Job Name: | John Hunt Park Soccer Championship Phase 2 | | Estimate by: Jeremy Jess | |
| Location: | Huntsville, AL | | Date: 2/4/2022 | |
| Proposal No.: | 498 | | | |
| General Information and Assumptions | | | | |
| Based on general review of the provided drawings by Schoel dated 1-6-22. | | | | |
| Based on a standard work schedule of 5 days per week, 8 hours per day. | | | | |
| Site Evaluation | Qty. | Cost | Unit | Subtotal |
| (Estimated 6 site visits) | | | | |
| Staff Professional | 24 | \$ 87.00 | hr. | \$ 2,088.00 |
| Truck Daily Charge | 6 | \$ 50.00 | day | \$ 300.00 |
| SUBTOTAL: | | | | \$ 2,388.00 |
| Earthwork | Qty. | Cost | Unit | Subtotal |
| (Estimated 30 trips for earthwork observations and soil/CAB testing) | | | | |
| Field Technician Level 1 | 120 | \$ 52.00 | hr. | \$ 6,240.00 |
| Atterberg Limits | 2 | \$ 85.00 | ea. | \$ 170.00 |
| Soil Standard Proctor | 2 | \$ 130.00 | ea. | \$ 260.00 |
| Stone Standard Proctor | 1 | \$ 145.00 | ea. | \$ 145.00 |
| Equipment Charge | 30 | \$ 40.00 | ea. | \$ 1,200.00 |
| Truck Daily Charge | 30 | \$ 50.00 | day | \$ 1,500.00 |
| SUBTOTAL: | | | | \$ 9,515.00 |
| Foundation Evaluations | Qty. | Cost | Unit | Subtotal |
| (Estimated 8 trips for structure foundation evaluations) | | | | |
| Field Technician Level 1 | 32 | \$ 52.00 | hr. | \$ 1,664.00 |
| Truck Daily Charge | 8 | \$ 50.00 | day | \$ 400.00 |
| SUBTOTAL: | | | | \$ 2,064.00 |
| Cast-in-Place Concrete | Qty. | Cost | Unit | Subtotal |
| (Estimated 14 pours & 14 cylinder pick ups) | | | | |
| Field Technician Level 1 (including pick-up) | 84 | \$ 52.00 | hr. | \$ 4,368.00 |
| Concrete Test Cylinders | 70 | \$ 25.00 | ea. | \$ 1,750.00 |
| Equipment Charge | 14 | \$ 40.00 | ea. | \$ 560.00 |
| Truck Daily Charge | 28 | \$ 50.00 | day | \$ 1,400.00 |
| SUBTOTAL: | | | | \$ 8,078.00 |
| Asphalt Testing | Qty. | Cost | Unit | Subtotal |
| (Estimated 2 cores after asphalt placement for thickness check) | | | | |
| Field Technician Level 2 | 6 | \$ 52.00 | hr. | \$ 312.00 |
| Coring Equipment | 1 | \$ 200.00 | day | \$ 200.00 |
| Truck Daily Charge | 1 | \$ 50.00 | day | \$ 50.00 |
| SUBTOTAL: | | | | \$ 562.00 |
| Project Management | Qty. | Cost | Unit | Subtotal |
| (Report review and preparation, field support, scheduling, etc.) | | | | |
| Administrative Services | 18 | \$ 65.00 | hr. | \$ 1,170.00 |
| Project Manager | 52 | \$ 125.00 | hr. | \$ 6,500.00 |
| SUBTOTAL: | | | | \$ 7,670.00 |
| TOTAL: | | | | \$ 29,715.00 |