

**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

**SECTION 1.** That the Professional Services Agreement No. R007824001, dated January 30, 2025, with CDG, Inc., a copy of which is attached hereto, to provide professional engineering services for the development of a new transfer station facility at 4501 Starkey Drive, Florence, Alabama, in the amount not to exceed \$175,000.00, the same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds CDG, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to CDG, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK-TREASURER



224 Broad Street  
Suite 201  
Gadsden, AL 35901  
Tel (256) 543-9431  
Fax (256) 543-9437

cdge.com

January 30, 2025

Mr. David Koonce, Manager  
Solid Waste, Street, and Recycle Department  
City of Florence  
110 West College Street  
Florence, AL 35630

Via Email: WKoonce@florenceal.org

**Reference: Proposal for a New Solid Waste Transfer Station Facility  
City of Florence, Lauderdale County, Alabama  
CDG Reference Number: R007824001**

Mr. Koonce:

CDG is pleased to submit this proposal to provide professional engineering services for the development of a new transfer station facility at 4501 Starkey Drive in Florence, Alabama. It is our understanding that the overall project includes the design and permitting of the following:

- Transfer Station (Design Capacity of 250 Tons/Day)
- Plan for Future Transfer Station Expansion
- Scale House and System
- Parking Area
- Air-Curtain Burner Area
- Wood Debris Storage Area
- Separate Dumpster and Recycle Drop-Off Area

Based on this known information, CDG proposes to provide a comprehensive design and permitting package that consists of the following scope of work:

**BOUNDARY AND TOPOGRAPHICAL SURVEY**

- Survey limits generally encompass +/- 18.78 acres known as county tax parcel # 15-06-14-0-001-032.000.
- All work will be in accordance with the current Standards of Practice for Land Surveying in the State of Alabama.
- Horizontal and vertical coordinate systems will be referenced to the NAD 83 (Alabama State Plane Coordinates System) and NAVD 88 datums, respectively, and originated using the ALDOT CORS Network and/or OPUS static solutions.
- Data collection methods include traditional ground measurements, GPS, photogrammetry, and/or remote sensing (LIDAR).
- Temporary benchmarks will be established at a minimum of three (3) per site.
- Existing surface modeled using 1-foot contour intervals
- Where applicable, the following items will be located and mapped:



- Sufficient property and right-of-way monumentation for boundary ties.
- Natural and man-made surface features.
- Adjoining roadways along with name, surface material, and right-of-way width based on field evidence and/or publicly available resources.
- 100-year flood hazard boundary, zone, and elevation.
- Visible sanitary sewer and storm drainage structures, to the extent of one structure outside the survey limits and include invert and top elevations along with pipe size and materials.
- Subsurface utilities crossing and serving the site located by observed evidence, markings provided through Alabama 811, maps provided by utility owners, and to the extent of Quality Level "C" as defined by ASCE 38-02.
- The following deliverables will be provided:
  - Compiled AutoCAD File (.dwg)
  - Orthorectified Aerial Image (.png)
  - Surface File (.xml)
  - Signed and Sealed Survey Plat (if required) (.pdf)

#### **GEOTECHNICAL INVESTIGATION**

CDG recommends a geotechnical exploration be performed, however, the specific scope of subsurface investigation and required analysis can be better developed following completion of the Schematic Design Phase. For budgeting purposes at this time, an estimated fee has been provided below based on our current knowledge of the project and anticipated efforts. A refined scope and budget will be provided and approved prior to commencing work for this task.

#### **ENVIRONMENTAL ASSESSMENT**

##### **WOTUS Delineation and Reporting**

The Waters of the United States (WOTUS) field delineation will be conducted to evaluate, score, and characterize WOTUS which will include streams and/or wetlands which might exist on the referenced property. To do this, CDG is proposing the following Scope of Work.

- CDG will provide experienced personnel to conduct a reconnaissance of the site for WOTUS. This delineation will be conducted in conformance with current United States Corps of Engineers (USACE) procedures including the USACE published 3-point method: Hydrology; Vegetation; and Hydric Soils; the Corps – Nashville District 2012 Regional Supplement, the NC Stream Classification Manual, and the Pre-2015 regulations in association with the *Sackett* guidelines.
- Delineated areas will be flagged for surveying and site data will be gathered for the completion of Corps required Wetland Data Forms, Stream Scoring Sheets and USACE related documents; Note: Wetland Data Forms, Stream Score Sheets, and USACE related documents are not a part of this task.
- CDG will GPS the flagging in the field to prepare an initial delineation map (Note: GPS coordinates will only be recorded if field conditions allow for the





- acquisition of satellite feeds); and
- CDG will prepare a brief letter report along with a map of the delineation efforts which can also be utilized in preparing jurisdictional determinations or permits through the USACE, if necessary.

#### Task Schedule

CDG will commence work within ten (10) working days upon receiving authorization, subject to weather conditions. Following completion of the work, CDG will submit a concise letter report for the WOTUS delineation within ten (10) working days.

Subsequent to the issuance of the WOTUS Report, CDG will participate in necessary discussions/communications to review the findings and develop a permitting strategy, as appropriate.

#### **USFWS Threatened and Endangered (T&E) Species Habitat Assessment and Concurrence**

The Threatened and Endangered Species Survey will include a site visit to determine the types and condition of habitats located within the subject property and adjacent properties. The survey will be conducted by qualified personnel to determine the presence of potential habitats which may be suitable for species listed as threatened or endangered by the United States Fish and Wildlife Service (USFWS). A report will be prepared which will include the following:

- A summary of field investigations
- A list of all threatened and endangered species for Lauderdale County
- A determination of the likelihood of threatened and endangered species on the subject property and adjacent properties
- Documentation of any verbal and/or written correspondence with the USFWS
- Figures including a site vicinity map, aerial map, and topographic map
- Site photographs

#### Task Schedule

Field work will occur concurrently with the WOTUS delineation unless otherwise requested separately. The letter report will be prepared and submitted for review within five (5) working days of completion of the fieldwork. CDG will commence with the submittal of the USFWS concurrence request within five (5) working days following confirmation of the letter report.

Note: If a species-specific survey is determined to be necessary, CDG will provide a supplemental scope of work.



### **Phase I Cultural Resources Survey**

CDG will coordinate a Phase I Cultural Resources Survey (CRS) consistent with the requirements of Section 106 of the National Historic Preservation Act (NHPA) within and around the subject property. CDG will review the CRS report and discuss findings, if any, with the City of Florence prior to submittal to the Alabama Historic Commission for concurrence.

### **USACE Jurisdictional Determination Request**

Should the WOTUS delineation determine the potential absence of aquatic features from the review area, a USACE Dry Land Approved Jurisdictional Determination Form will be prepared for submittal with the ADPH application. Should results of the WOTUS delineation indicate the presence of wetlands and/or streams on the site, the City of Florence will be notified, and a separate proposal will be submitted for any required additional services that may be required, including permitting.

## **PROJECT DESIGN**

- Project management and coordination with owners, jurisdictional officials, and other project team members as necessary.
- Schematic Design (35%)
  - CDG will evaluate facility and site layout options to produce a conceptual level drawing for client review and feedback. This includes a total of one initial submittal and one revised version.
- Design Development (65%)
  - Following approval of a Schematic Design drawing, the Design Development phase will begin. This phase will refine the schematic plan and add conceptual level stormwater, grading, and utility design. This includes a total of one initial submittal and one revised version.
- Final Design / Construction Documents (100%)
  - Following client approval of a Design Development drawing, CDG will prepare permitting and construction level drawings. The Final Design phase includes a 95% submittal for client review and approval prior to finalizing drawings construction documents (100%).
  - Site Design shall include:
    - Detailed site layout of the transfer station, scale house and scales, parking areas, drives with traffic flow, air-curtain burner area, wood debris storage area, separate dumpster and recycle drop-off area, and transfer station expansion area.
    - Comprehensive drainage plans to manage stormwater effectively within the site.
    - Utility design for water, sewer, power, and telecommunication services within the site.
    - Site Lighting
  - Transfer Station Design



- Detailed floor plan along with performance specifications for a prefabricated metal building
- Structural and Electrical Design
- Scale House and Systems
  - Site layout only. Facility design not included in this proposal
- Development of technical specifications

#### PERMITTING

- ADPH Permit Requirements
  - *Site Evaluation and Health Department Approval:* Coordination with the Alabama Department of Public Health to ensure the site meets all health and safety standards.
  - *Transfer Station Permit:* Preparation and submission of the application for the transfer station permit, ensuring all waste handling protocols and public health compliance measures are documented.
- ADEM Permit Requirements
  - *NPDES Permit for Construction and Operation:* Preparation and submission of required National Pollutant Discharge Elimination System (NPDES) permit applications.
  - *Stormwater Pollution Prevention Plan (SWPPP):* Development of a SWPPP to manage and mitigate stormwater runoff during and after construction.
  - *Outfall Sampling and Reporting:* Establishing procedures for sampling and reporting stormwater discharge at specified outfalls.
  - *Erosion and Sediment Control Plan:* Design of erosion and sediment control measures to minimize environmental impact during construction.
- Permit Coordination and Documentation
  - *Agency Coordination:* Ongoing communication with the ADPH and ADEM to ensure timely review and approval of all permit applications. This includes responding to any requests for additional information or modifications to the applications.
  - *Compliance Documentation:* Compilation of all necessary documentation to demonstrate compliance with regulatory requirements. This includes detailed descriptions of proposed operational procedures, environmental impact assessments, and mitigation plans.
  - *Review and Signature:* All information to be submitted to the ADPH and ADEM will be provided to the City of Florence for review and signature by the authorized representative prior to submission.
- Host Government Approval Process
  - *Meeting with Local Government Officials:* CDG will introduce the project and discuss potential benefits and concerns with local government officials. Detailed information about the project's impact on the community and local infrastructure will be provided.
  - *Submission to Local Government:* CDG will submit a formal application to the local government, including all relevant documentation and support materials. A hearing or meeting will be requested to present the project to the local government council or board.





- *Participation in Public Hearings:* CDG will participate in public hearings or meetings organized by the local government to discuss the project. CDG will address any questions or concerns raised by government officials or community members.
- *Resolution or Letter of Support:* CDG will work with local government officials to obtain a resolution or letter of support, ensuring that all conditions or requirements set by the local government are met.

#### ASSUMPTIONS AND LIMITATIONS

- No additional permit applications or submittals beyond the submittals described above will be required.
- All associated permit application fees are excluded.
- Structural: Services *excluded* from the above noted scope of services include but are not limited to the following: services related to non-structural and secondary structural elements such as light poles, stairs, exterior cladding systems, interior architectural systems, waterproofing, etc. and walls, roof, and structural steel frames will be designed and sealed by the building manufacturer.
- The Life Safety Plan and Fire Suppression System Design for the Transfer Station are not expected to be required and are not included in this proposal.
- Construction Procurement and Administration: CDG will submit construction documents for the project to the City of Florence who in-turn will conduct the bidding services and construction administration required for the project. CDG can provide a separate proposal for Construction Procurement and Administration tasks if requested.

#### INVESTMENT

Task	Fee
Boundary & Topographic Survey	\$20,000
Geotechnical Investigation	\$30,000
Environmental Assessment	\$15,000
Project Design	\$60,000
Permitting	\$50,000
<b>Total</b>	<b>\$ 175,000</b>

Based on the noted scope of services and assuming no unusual conditions are encountered, our proposed fee is **\$175,000**, billed on a Time and Expense Basis. This budget will not be exceeded without prior approval from the City of Florence. Supplementary services can be provided for additional negotiated compensation if requested. CDG's Standard Fee Schedule is attached to this proposal.

#### AUTHORIZATION

The attached Proposal Acceptance Sheet and Terms & Conditions for Professional Engineering Services will govern our services for the contract. If this proposal is acceptable to the City of Florence, please sign the attached Proposal Acceptance Sheet and Terms &



Conditions for Professional Engineering Services and return a copy to me via email at [eric.sanderson@cdge.com](mailto:eric.sanderson@cdge.com).

CDG appreciates the opportunity to submit this proposal and looks forward to working with you and the City of Florence Team. Please call me at (334) 332-8402 if you have any questions regarding this proposal or would like additional information.

Sincerely,

**CDG, Inc.**

A handwritten signature in black ink, appearing to read 'E. Sanderson'.

Eric Sanderson, P.E.  
Practice Leader





# 2025 STANDARD FEE SCHEDULE

## GEOMATICS

Survey Crew Member I	\$105.00
Survey Crew Member II	\$125.00
Survey Crew Chief	\$140.00
Survey Coordinator	\$160.00
Professional Land Surveyor	\$190.00

## CONSTRUCTION ENGINEERING & INSPECTION

Construction Quality Technician I	\$105.00
Construction Quality Technician II	\$125.00
Construction Quality Technician III	\$140.00
Sr. Construction Quality Technician I	\$160.00
Sr. Construction Quality Technician II	\$190.00

## PROJECT DESIGN

Project Designer I	\$140.00
Project Designer II	\$160.00
Project Designer III	\$190.00
Project Designer IV	\$215.00
Project Designer V	\$240.00

## ENGINEERING

Engineer I	\$160.00
Engineer II	\$190.00
Engineer III	\$215.00
Engineer IV	\$240.00
Engineer V	\$270.00
Engineer VI	\$295.00

## PROJECT MANAGEMENT

Project Manager I	\$190.00
Project Manager II	\$215.00
Project Manager III	\$240.00
Project Manager IV	\$270.00
Team Leader I	\$295.00
Team Leader II	\$325.00

## PRINCIPAL

Principal I	\$325.00
Principal II	\$340.00
Sr. Principal	\$370.00

## PROJECT ADMINISTRATION

Administrative Assistant I	\$105.00
Administrative Assistant II	\$125.00
Administrative Assistant III	\$140.00
Project Professional I	\$160.00
Project Professional II	\$190.00
Project Professional III	\$215.00

## FIELD SERVICES

Technician I	\$105.00
Technician II	\$125.00
Technician III	\$140.00
Technician IV	\$160.00
Technician V	\$190.00
Field Services Superintendent I	\$190.00
Field Services Superintendent II	\$215.00
Field Services Superintendent III	\$240.00

## LAB SERVICES

Lab Services Superintendent I	\$190.00
Lab Services Superintendent II	\$215.00
Lab Services Superintendent III	\$240.00

## ENVIRONMENTAL SCIENCE

Environmental Scientist I	\$140.00
Environmental Scientist II	\$160.00
Environmental Scientist III	\$190.00
Environmental Scientist IV	\$215.00
Environmental Scientist V	\$240.00
Environmental Scientist VI	\$270.00

## GEOLOGY

Geologist I	\$140.00
Geologist II	\$160.00
Geologist III	\$190.00
Geologist IV	\$215.00
Geologist V	\$240.00
Geologist VI	\$270.00

The Standard Hourly Rates and Reimbursable Expenses schedule are subject to an annual rate increase effective January 1st of each year.



PO BOX 278  
ANDALUSIA, AL 36420  
PHONE: 334-222-9431

11 WEST COURT SQUARE  
ANDALUSIA, AL 36420  
FAX: 334-222-4018

**PROPOSAL ACCEPTANCE SHEET**

Identification of Services Engineering Services  
Project Name City of Florence Transfer Station  
Project Location Florence, Alabama

**CLIENT**  
Name City of Florence  
Address 110 West College Street, Florence, Alabama 35630  
Phone Number (256) 760-6495  
Fax Number \_\_\_\_\_  
Email Address dkoonce@florenceal.gov  
Attention: Mr. David Koonce

**FOR CORRESPONDENCE (if different than client)**  
Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone No. \_\_\_\_\_

**SCOPE:**

**See attached Proposal Document dated 1/30/25**

**FEE: \$175,000.00**

**PROPOSAL ACCEPTANCE**

The Terms and Conditions of this Proposal, including the terms on this page and the attached are Accepted this \_\_\_\_ day of \_\_\_\_\_ 2025.

City of Florence  
Print or type individual, firm or corporate body name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print or type name of authorized representative and title

CDG, INC.  
Print or type individual, firm or corporate body name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print or type name of authorized representative and title



## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED AND PROPOSAL DURATION.** CDG, Inc. (hereinafter CDG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. The stated scope and associated fee or unit-rate compensation is valid for 60 days from the date of the proposal.

**PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and CDG reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

**TERMINATION.** Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay CDG for all costs incurred to date plus reasonable charges associated with termination of the work.

**PROFESSIONAL LIABILITY.** Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

**SITE OPERATIONS.** Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

**OWNERSHIP AND USE OF PROJECT DOCUMENTS.** All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

**ADDITIONAL SERVICES OF CONSULTANT.** If authorized in writing by the Client, CDG shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, CDG will promptly notify and consult with Client and any additional services will be negotiated.

**ASSIGNABILITY.** CDG shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client; provided, however, that claims for money by the Client from CDG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

**SERVICES TO BE CONFIDENTIAL.** All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by CDG under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. CDG shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

**CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

**SEVERABILITY.** It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CDG shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama.

\_\_\_\_\_  
CDG signature agreeing to above terms

\_\_\_\_\_  
Client signature agreeing to above terms