

is hereby approved, ratified, and confirmed.

SECTION 2. The Council has investigated and ascertained and hereby finds TTL, Inc., to be qualified, responsible, and competent to perform said services.

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

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

Attn: Mr. Bill Jordan
Park & Recreation Department Director
102 S. Court St.
Florence, AL 35630

E: bjordan@florenceal.org
T: 256-760-6417

**RE: *Construction Materials Testing Proposal
McFarland Park RV Renovation
Florence, Lauderdale County, Alabama
TTL Proposal No. P00250502685.00***

Dear Mr. Jordan:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for providing Construction Materials Testing (CMT) services for the proposed McFarland Park RV Renovation located in Florence, AL. Enclosed are a proposed scope of services, estimated quantities, and our schedule of fees. Estimated quantities are based on the provided contract documents and our past experience with similar projects. A detailed construction schedule was not readily available at the time of this proposal.

PROJECT INFORMATION

The project will consist of renovations to the existing RV park at the McFarland Park in Florence, AL. Renovations will include demo and replacement of the existing asphaltic concrete pavement and concrete camper pads. The site includes 61 camper pads, a new dumpster pad, RV office pad, fire pit, and associated sidewalks. Grading is expected to be minimal with fills of up to 1 ft.

Documents used in the preparation of this proposal:

- +2025.03.07 McFarland RV - PERMIT SET

- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe base placement and perform nuclear density tests on the compacted base materials in hardscape areas.
- Obtain bulk samples of the base materials for Proctor density and base analysis testing.

SITE PLACED CONCRETE

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

ASPHALTIC CONCRETE PAVING

- Observe paving operations, perform nuclear density tests on the compacted asphaltic concrete paving, and record quantities.

COMPENSATION

We recommend a total CMT budget of **\$29,995.00**. No mileage will be charged for this project; therefore, these costs are excluded. Testing costs for this project will depend on such factors including the rate of construction, the amount of testing per site visit, and the number of retests required. TTL does not have control over the Contractor's scheduling or the quality of workmanship. These factors can have a significant effect on the amount of time that is required to properly perform the Testing. Any and all delays outside of the control of TTL, including standby time, work not ready when scheduled, etc., will be charged on a time and materials basis in accordance with the attached unit-rates listed in our fee schedule. Our proposal is based on an estimated construction schedule

C. Whitton Wilkerson
Project Manager

R. Jason Webber, P.E.
CMT Regional Leader

Attachments: *TTL's Schedule of Fees*
7 *Professional Services Agreement*

CONSTRUCTION MATERIALS TESTING SERVICES

City Of Florence
McFarland Park RV Renovation
Florence, Lauderdale County, Alabama
TTL Proposal No. P00250502685.00
September 3, 2025
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CONSTRUCTION MATERIALS TESTING

Earthwork (Assuming 2 Months, part-time)

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

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
98 hours	Project Technician IV	\$74.00	\$7,252.00
30 each	Field Density Tests	\$18.00	\$540.00
2 each	Standard Proctor Density Test	\$150.00	\$300.00
1 each	Base Analysis	\$130.00	\$130.00
1 each	Grain Size Distribution	\$100.00	\$100.00
1 each	Atterberg Limits	\$102.00	\$102.00
	Estimated Subtotal:		\$8,424.00

Cast-in-Place Concrete (Assuming 15 Trips, part-time)

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

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
135 hours	Project Technician IV	\$74.00	\$9,990.00
75 each	Concrete Test Cylinders	\$17.00	\$1,275.00
	Estimated Subtotal:		\$11,265.00

Asphaltic Concrete (Assuming 4 Days, Full-time)

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

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
40 hours	Project Technician IV	\$69.00	\$2,760.00
20 each	Field Density Tests	\$18.00	\$360.00
	Estimated Subtotal:		\$3,120.00

made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to

activities.

- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in

substantially alter the necessary services or the time involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

20. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

ENTITY NAME: City of Florence

CONTACT NAME: Andrew Betterton

TITLE: Mayor

ADDRESS: 102 S. Court St.

CITY AND STATE: Florence, AL 35630

OFFICE PHONE: 256.760.6417

CELL PHONE: _____

EMAIL: bjordan@floranceal.org

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OFFICE PHONE: _____

CELL PHONE: _____

EMAIL: _____

SIGNED: _____

DATE: _____