308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/9/2024 **File ID:** TMP-4180

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and Amiri Engineering Corp. for the engineering services of the Huntsville Iceplex Sports Center Expansion.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-520010-00000000

City Cost Amount: $143,385.00

Total Cost: $143,385.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3185 Leeman Ferry Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Contract to include construction materials testing services, special inspections, and ADEM NPDES construction stormwater NOI preparations and inspection services.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Standard Agreement by and between the City of Huntsville and Amiri Engineering Corp. for engineering services for the Huntsville Iceplex Sports Center Expansion located at 3185 Leeman Ferry Road, Huntsville, Alabama in the amount of One Hundred Forty-Three Thousand Three Hundred Eighty-Five Dollars and 00/100s ($143,385.00) 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 Amiri Engineering consisting of twenty (20) 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 9th day of May, 2024.

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

APPROVED this the 9th day of May, 2024.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
AMIRI ENGINEERING CORPORATION

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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:

Amiri Engineering Corp.
2609 Artie Street SW
Huntsville, Alabama 35805

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

Project Title: **Iceplex Sports Center Expansion**
General Project Description: **Construction Materials Testing, Special Inspections and ADEM Inspections for the Iceplex Sports Center Expansion**

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: May 9, 2024

President of the City Council: _____
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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 **May 10, 2024**. The final completion date for the completion of the Project shall be approximately **August 5, 2025.**

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 **Iceplex Sports Center Expansion** 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**
Nasser Amiri	**Senior Geotechnical Engineer**

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 TelephoneCell Telephone**
Mark Thomas	**256-427-5283**

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 **$143,385.00.** 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. **T**he 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	OWNER
SEAL	SEAL
Nasser Amiri, MSCE, P.E.	**Tommy Battle**
By:	**By:**
(SIGNATURE)	**(SIGNATURE)**
Nasser Amiri **Amiri Engineering Corp.** **2609 Artie Street SW** **Huntsville, AL 35805**	**Tommy Battle, Mayor** **City of Huntsville** **308 Fountain Circle** **Huntsville, AL 35801**
(DATE OF EXECUTION)	**(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.

AMIRI ENGINEERING CORP.
2609 Artie Street SW • Huntsville, AL 35805
www.amiriengineering.com

EXHIBIT A

April 11, 2024

City of Huntsville
General Services Project Management
Attn: Mr. Mark Thomas
P.O. Box 308
Huntsville, Alabama 35804

Subject: Proposal to Provide Subsurface Exploration, Construction Materials Testing, Special Inspections and ADEM Permit Application and Inspections
Proposed Huntsville Ice Sports Center Expansion
AMIRI Proposal No. P244952

Dear Mr. Thomas,

Thank you for the opportunity to submit this proposal to provide Subsurface Exploration, Construction Materials Testing Services, special inspections, and ADEM NPDES Construction Stormwater NOI preparations and Inspection services for the subject project. This proposal has been prepared in four (4) Parts:

Part I: Subsurface Exploration and Geotechnical Engineering Report
Part II: Construction Materials Testing, Special Inspections and ADEM Permit/Inspections
Part III: Budget Summary
Part IV: Unit Rates

We are looking forward to working with you and the City of Huntsville on this project. If you have any questions regarding the information contained herein, or we may be of further assistance to you, please contact us at your convenience.

Sincerely,

AMIRI ENGINEERING CORPORATION

Nasser Amiri, MSCE, P.E.
Senior Geotechnical Engineer

PART I

SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION

1.1 Subsurface Exploration

Based on the information furnished to us by Architectural Group III, and our experience with the subject project vicinity, the following are the proposed scope of work and estimated costs of subsurface exploration and Geotechnical report for the project:

- A total of twenty five (25) soil test borings at the subject project site. The boring schedules will be as follows:
  Twenty (20) of the borings will be drilled in the proposed building areas. Ten (10) of these borings will be extended to 20 feet and the other ten borings will be extended to 25 feet beneath the existing ground surface.
  The five (5) borings drilled in the parking lot addition, each will be extended to eight (8) feet beneath the existing ground surface.
- Soil drilling and sampling procedures will be in accordance with ASTM D-1586. Standard penetration tests will be conducted in order to evaluate the in-situ consistency of the existing soils and obtain soil samples for visual observation and laboratory testing.
- Groundwater levels will be checked after the completion of the borings. For safety purposes, following the completion of the borings, all borings will be backfilled with the soil cuttings.

Laboratory Testing

As a minimum, the following is the list of the proposed laboratory testing program, which will be performed on the soil samples:

- Moisture content tests on at least 40 soil samples.
- A total of six (6) Atterberg Limits tests will be conducted on the selected soil samples.
- Pocket Penetrometer Tests, which indicate soil unconfined compression strength, will be performed on all cohesive split spoon soil samples.

Report Preparation

The objective of the study is to obtain subsurface data in order that foundation types, excavation conditions, and construction considerations can be established, and potential problems and contingencies are defined.

BUDGET FOR SUBSURFACE EXPLORATION AND REPORT

Based on the scope of work described above, the costs associated with our services for subsurface exploration, laboratory testing, and Geotechnical Report will be $ 12,800.

PART II

BUDGET FOR SPECIAL INSPECTIONS AND TESTING SERVICES

Our services will be billed based on the actual work performed and the unit fees enclosed in this proposal. However, based on our understanding of the project, and our experience with similar construction, we are providing the following quote. The following is the outline of anticipated services at the subject project:

Soils Testing and Monitoring

Due to the existing grades at the site, we anticipate that site will receive some cuts and fill placement of up to 4 feet. In addition, we anticipate that undercutting of possible soft or unsuitable soil may be required. Depth of such material, if any, is not determined at this time. However, for the purpose of this proposal, we anticipate that unsuitable soil thickness will be up to 3 feet. The following are a brief outline of the anticipated soil testing and monitoring services for the subject project.

a. Obtain samples and perform appropriate laboratory testing, as necessary, on materials proposed for use as fill, backfill, and slab or paving sub grade. Tests may include:

* Atterberg (liquid and plastic) Limits (ASTM D 4318)
* Moisture-Density Relationship by Standard Proctor Method (ASTM D 698).

b. Observe and document subgrade conditions prior to soil fill or aggregate base course placement, including proof roll testing by the contractor with an approved vehicle.

c. Observe placement of engineered fill and backfill (including backfill in utility trenches). Perform in-place tests for moisture content, density and degree of compaction. Where deficiencies are noted during fill or backfill placement, we notify contractor and Owner, suggest and observe remedial actions, including reworking and recompacting materials.

d. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies.

Based on review of the site plans, and our experience with similar projects, we assume that proofrolling operations and site visits, during the earthwork operations, will require 8 to 10 trips by Registered (PE) Geotechnical Engineer.

Based on our understanding of the project and estimated time frames for the earthwork testing and monitoring as well as consultation and field observation of reducing water loss into the underlying soils, we estimate that our costs associated with these services will be $ 17,000.

Foundations - Spread Footings

The following are a brief outline of the anticipated foundation bearing soil testing and monitoring services for the subject project.

a. Observe and document approximate dimensions of excavated or formed foundations to verify that foundation elements comply with the contract documents. Perform subgrade bearing capacity tests using the Dynamic Cone Penetrometer Method (ASTM STP 399) to verify that bearing capacity of soils at foundation subgrade levels meets or exceeds the design requirements.
b. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies

Considering length of the retaining wall footings, we assume that footing installation for the retaining walls will be accomplished in 40 trips. Based on our understanding of the project and estimated time frames discussed, we assume that costs associated with our services for Foundation Observation and Testing Services will be $ 8800.

Concrete Testing

Concrete Testing and Monitoring

a. Observe and document placement of reinforcing steel with regard to size, grade, spacing, length, location and type of splices, cover to forms, cleanliness and secureness.
b. Request and document that the contractor has provided proper storage and curing facilities for the first 24 hours after casting of cylinders.
c. Sample and test concrete at the frequency indicated in the contract documents as well as document placement location and supplier information from the batch load ticket. Tests may include:
    * Slump (ASTM C 143)
    * Air Content (ASTM C 173 or C 231)
    * Mix Temperature (ASTM C 1064)
        Compression test cylinders (ASTM C 31) set of four per 100 cubic yards
    * Unit Weight (ASTM C 138)
    * Batch to-placement time
d. Transport, laboratory cure (7 and 28 days), then test cylinders for compressive strength (ASTM C 39).
e. Perform flatness and levelness testing on slabs.
f. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies.

We assume that project specification requires that one (1) set of concrete cylinders (4 specimens per set) be made from each 50 cubic yards of each concrete mix design placed in any one day; one (1) specimen tested at seven (7) days, two (2) specimens tested at 28 days, and one (1) specimen retained in reserve for later testing, if required.

Based on our understanding of the project, we estimate that the footings will be cast in 100 episodes and floor slab on grades, walkways, dumpster pads, and other miscellaneous pours. With such a schedule and anticipated testing frequencies, we estimate that a total of 225 sets of concrete samples (total of 900 cylinders) will be cast. With such an assumption, our costs for concrete testing is estimated to be $ 50,000.

Structural and Reinforcing Steel Inspections

The following are the anticipated inspection and testing services at the subject project site:

A. Observation of reinforcement steel for the total number, and size of the rebar in all structural members, including foundations, retaining walls, slabs and pavement within the water channels will be checked.
B. Observation of the rebar to verify that all rebar installations are made per structural plans.
C. Clarify that clearance requirements between the reinforcement steel and earth as well as air meets project documents.
D. Size of the planned structural members will be checked by measuring planned top of the pavement, footing, slab and/or sidewalk elevations and comparing with bottom of these structures.

Any deficiencies will be brought to the contractor's attention, and the corrected area will be checked again, to verify project compliance before concrete placement. For these tasks, we assume that a total of 100 trips will be made. Based on the above testing schedule, our estimated costs for Asphalt testing and inspections will be $35,000.

6.0 BASESTONE TESTING

In this proposal we have included testing of the basestone for density and percent compaction. We assume six (6) trips will be required for Professional Engineer to observe proofrolling operation of the basestone. We also assume a total of 2 trips for basestone density and compaction test determination. Based on the above schedule, estimated costs for testing of the basestone and observation of the proofrolling of basestone, including report preparation and travel charges will be $2000.

7.0 ASPHALT TESTING AND MONITORING

The following is a brief outline of testing and Observation of Asphaltic Concrete Mix:

a. Observe and document subgrade and subbase proof roll testing by the contractor using an approved vehicle. Suggest and observe corrective actions for unsuitable areas prior to placement of base course.
b. Observe placement of aggregate base materials to verify thickness and perform in-place moisture, density, and degree of compaction tests.
c. Observe and document temperature, placement and compaction operations including roller pattern for hot-mix bituminous concrete (asphalt).

For the purpose of this proposal, we assume that asphalt placement will be conducted in three working days. We also assume that binder course will be placed in one working day and asphaltic wearing course will be placed in one day. Testing as detailed above

and following the specifications and plans will be followed. Based on the above testing schedule, our estimated costs for Asphalt testing and inspections will be $1500.

Masonry and Mortar Testing

Project documents were not available at this time. However, for the purpose of this proposal, we assume that the following testing and monitoring of Masonry Block fill may be required:

a. Observe reinforcement steel placement in the block cells to confirm that rebar placement is as per project documents.
b. Obtain grout prisms as required in the specifications, and test grout for compressive strength as specified in ASTM C-1019.
c. Provide documentation of events in the field notify the contractor, Owner and other appropriate persons immediately upon recognition of deficiencies.

We assume grout placement will be accomplished in a total of 25 days. Furthermore, the Registered Engineer, will observe masonry construction in a daily basis. We assume a total of one hour per day for observation of masonry construction. Based on the above schedule, the following are our costs for Masonry Testing and observation:

Engineering Technician for Performing Field Tests and Delivery of Grout and CMU prisms to Laboratory, including travel time, 30 sets @ 3 hours/set @ $50.00/hour……	$ 4500.00
Compressive Strength testing on Grout and Masonry Prisms, 90 samples@ $20.00/sample……..……	$ 1800.00
Professional Engineer (Nasser Amiri, PE) for pre pour observation of CMU for rebar, etc. Coordination, Report Preparation and Review, 20 hours@ $110.00/hour…….	$ 2200.00
Trip Charge, 50 Trips @ $10.00/trip…….……....……..	$ 500.00
Subtotal for Masonry and Mortar Testing	$ 9000.00

ADEM – Prepare and Pay for NOI and NPDES Inspections

For the purpose of this proposal, we assume that ADEM NPDES Permit for Construction Stormwater Runoff will be obtained by others. This proposal assumes inspection and documentation of sediment control devices in accordance with Alabama Department of Environmental Management (ADEM). This will include one inspection per month and one inspection after every rain episode of ¾ inches for a period of 24 hours. For the purpose of this proposal, we assume that the entire project (earthwork as well as building construction) will be completed within 14 months. We also assume that a total of 20 inspections will be required. The

costs associated with ADEM-NPDES preparation of NOI, inspections, closure of the permit is estimated to be as follows:

Prepare NOI for Priority Watershed Site…..……..	$ 1600.00
Inspections, including travel, mileage, and report preparations, 30 inspections @ $ 160/inspection……	$ 4000.00
Closure of the Permit,……	$ 300.00
Cost to be paid to ADEM for the Permit……..……..	$ 1385.00
Subtotal for ADEM and Payment for the Permit……	$ **7285.00**

PART III

BUDGET SUMMARY FOR TESTING AND SEPCIAL INSPECTIONS

Geotechnical Report:

Subsurface Exploration and Geotechnical Report……	$ 12,800.00

Construction Materials Testing, Special Inspections and ADEM NOI and Inspections:

Earthwork Testing ……..……	$ 17,000.00
Foundation Observation……	$ 8,800.00
Concrete Testing……	$ 50,000.00
Structural and Reinforcing Steel Inspections ……	$ 35,000.00
Basestone Testing and Proofrolling……	$ 2,000.00
Asphalt Testing……	$ 1,500.00
Masonry and Mortar Testing……..	$ 9,000.00
ADEM NPDES Permit and Inspections……..	$ 7,285.00
Subtotal for Construction Materials Testing and Special Inspections	$ 130,585.00

Total for Geotechnical Report and Construction Materials Testing, Special Inspections and ADEM Permit and Inspections……	**$ 143,385.00**

PART IV

SCHEDULE OF SERVICES AND FEES
FOR
CONSTRUCTION MONITORING AND MATERIALS TESTING

FIELD TESTING PERSONNEL

PROJECT ENGINEERING TECHNICIAN to perform:

1. Field Inspection and molding of concrete cylinders
2. Density testing of structural fill
3. Concrete batch plant inspection
4. Coring of concrete and asphalt
5. Asphalt batch plant and placement observation
6. Roofing and waterproofing observation

Depending on the task performed, the Engineering Technician will have the certifications which are required.

Engineering Technician Level ….....	$ 50.00

PERSONNEL ENGINEERING CONSULTING

Staff Engineer/Geologist……..…….	$ 60.00
Senior Project Engineer/Manager, P.E. ……	$ 110.00
Master of Science in Civil/Geotechnical Engineering, 30+ years of Experience	

CONCRETE AND AGGEGATE TESTING

Laboratory compressive strength testing of concrete cylinders, grout and mortar Cubes, Flexural strength testing of beams:

1. Compressive strength test on concrete cylinders (4” x 8” cylinder)……..	$ 12.00/ea.
2. Flexural strength test on concrete beams……..	$ 20.00/ea.
3. Compressive cores (testing and reporting)…….....….....	$ 15.00/ea.
4. Compressive strength test on mortar cubes.....	$ 150.0/ea.
5. Core End preparation, each side,……..	$ 25.00/ea.
6. Compressive strength prisms, including capping…….....……	$ 20.00/ea.
7. Prism End preparation, each side,……..……...	$ 0.00/ea.
8. Concrete cylinder molds and caps.....	$ 2.50/ea.
9. Concrete Core Machine Rental, per day……...	$ 50.00/day
10. Diamond Bid Charges for coring, Per inch of depth per inch diameter…… ……	$ 2.50/in.
Review of submitted mix design for compliance.....	$ 75.00/ea.
With ACI requirements……	$ 60.00/ea.
Sieve Analysis of aggregated (dry)..... …….	$ 90.00/ea.
Material finer than the No. 200 sieve (washed).....	$ 30.00/ea.

SOIL TESTING

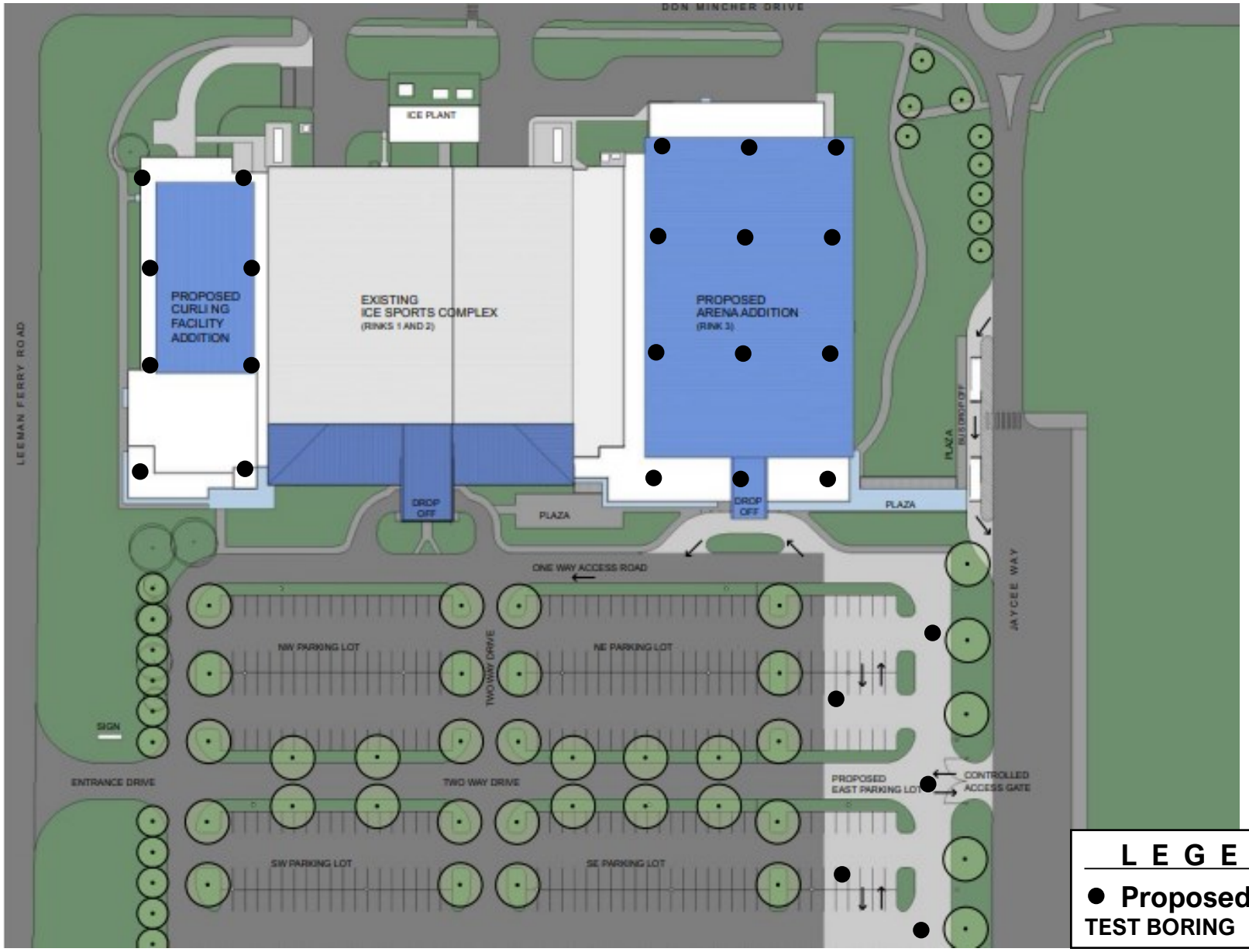
Moisture/Density Relationship	
a. Standard Proctor Compaction Method (ASTM D 698)……..	$100.00/ea.
b. Modified Proctor Method (ASTM D 1557) ….....	$120.00/ea.
Use of Nuclear Density Gauge…….....	$ 6.00/hr.
Natural Moisture Content Determination……	$ 7.50/ea.
Atterberg Limit Determination……....	$ 60.00/ea.
Material Finer than No. 200 Sieve (washed)…….....	$ 25.00/ea.
Mechanical Grain Size Analysis……....	$ 65.00/ea.
Dynamic Cone Penetrometer Test……	$ 10.00/ea.
Collect Bulk Samples for Proctor Test……	$ 20.00/ea.
Sieve and hydrometer analysis, ASTM D422…….	$120.00/ea.
Specific gravity, ASTM D854……	$ 55.00/ea.
Unit weight, dry, undisturbed sample……	$ 55.00/ea.
Remolding samples to specified conditions……	$ 40.00/ea.
Unit weight, dry, undisturbed sample……	$ 50.00/ea.
Unit Weight, split spoon samples……	$ 25.00/ea.

ASPHALT TESTING

Field density Tests……..	
Nuclear Density Gauge Rental, per hour…….	$ 25.00/ea.
Asphalt Core thickness determination, cut cores and measure thickness…….	$ 50.00/ea.
Measurement of basestone thickness……	$ 30.00/ea.
Bulk Specific Gravity of cores……..	$ 25.00/ea.
Marshall Density,……	$ 90.00/ea.
Marshall Stability……	$ 90.00/ea.

REMARKS

Transportation charge of $ 0.65 per mile will be included for all travel to and from the project location. The personnel rates will be billed portal to portal with overtime billed for time in excess of eight(8) hours per day or for work performed on weekends or holidays at a rate of 1.5.



AMIRI ENGINEERING
2609 Artie Street SW
Huntsville, Alabama 35805
www.amiriengineering.com

PROPOSED BORING PLAN

PROJECT NO.	SCALE	DATE
P244952		4/11//2043

PROPOSED HUNTSVILLE ICE SPORTS CENTER
LEEMAN FERRY ROAD
HUNTSVILLE, ALABAMA