CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 12/3/2015

Action Requested By:
General Services

Agenda Item Type
Resolution

Subject Matter:

Huntsville Aquatic Center Engineering Services

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter an agreement between the City of Huntsville and Amiri Engineering for engineering services at the Huntsville Aquatic Center.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Construction Materials Testing, Special Inspections and ADEM Inspections

Associated Cost: $28,394

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: [signature]

Date: 11/23/2015

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **General Services** Council Meeting Date: **12/3/2015**

Department Contact: **Chris O'Neil** Phone # **256-427-5281**

Contract or Agreement: **Amiri Engineering**

Document Name: **Huntsville Aquatic Center Engineering services**

City Obligation Amount: **$28,394** ✓

Total Project Budget:

Uncommitted Account Balance:

Account Number: **4001-14-00000-522000-PR8451XX** ✓

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	[signature]	11/23/15 11/23/2015
2) Legal	Mary Cates	11/30/2015
3) Finance CC	[signature]	12/1/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 15-_____

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 an agreement by and between the City of Huntsville and Amiri Engineering in the amount of Twenty Eight Thousand Three Hundred Ninety Four Dollars and No/100's($28,394.00) for engineering services for the Huntsville Aquatics Center located at 2213 Drake Avenue, Huntsville, Alabama 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 nine (9) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2015.

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

APPROVED this the _____ day of _____, 2015.

_____
Mayor of the City of Huntsville, Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
AMIRI ENGINEERING

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
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: Huntsville Aquatic Center
Address: 2213 Drake Avenue
General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections for the Huntsville Aquatic Center

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **December 3, 2015**. The final completion date for the completion of the Project shall be approximately **June 2017.**

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 Huntsville Aquatic Center Construction Contract 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	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
Chris O'Neil	256-427-5281

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 **$28,394** with an additional reimbursable amount of **$500.00.** 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 Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner'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:

A. **All Coverages:**

The 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 Owner. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the Owner.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

ENGINEER

SEAL

Nasser Amiri
By:

(SIGNATURE)

Nasser Amiri
Amiri Engineering
2609 Artie Street SW
Huntsville, AL 35805

11/23/15

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

(DATE OF EXECUTION)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2015.

_____
Notary Public
My Commission Expires:
_____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that **Nasser Amiri** whose names as **Senior Geotechnical Engineer** of **Amiri Engineering**, an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 23rd day of November, 2015.

Emma Ramos Taylor
Notary Public
My Commission Expires:
4-10-2016

AMIRI ENGINEERING
Geotechnical, Materials & Environmental Engineers

Exhibit A

November 23, 2015

Mr. Chris O'Neil,
City of Huntsville
Project Management
P.O. BOX 308
Huntsville, Alabama 35804-308

Subject: Proposal to Provide Construction Materials Testing and Geotechnical Inspection and Special Inspections
Huntsville Aquatic Center
Huntsville, Alabama
Amiri Proposal No. 3736CMT

Dear Mr. Mr. O'Neil,

Thank you for the opportunity to submit this proposal to provide Construction Materials Testing and Special Inspection Services for the proposed Aquatic Center for the City of Huntsville, Alabama.

The following information highlights the Construction Materials Testing Services discussed and the cost of these services. This proposal has been prepared in 2 parts as follows:

1. Fee Schedule
2. Quote

We are looking forward to continuing to work with you on this project. If you have any questions about the information contained herein or if we may be of further service to you, please do not hesitate to contact us.

Respectfully Submitted,

AMIRI ENGINEERING CORPORATION

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

2609 Artie Street SW • Huntsville, AL 35805 • Phone: (256) 536-9992 • Fax: (256) 536-9982 • www.amiriengineering.com

PART I

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 as follows:
Nuclear Gauge Safety Training and certificate by approved agencies, Roadway Technician (certified by Alabama DOT), Asphalt Technician level II (certified by Alabama DOT), Concrete Technician (ACI Level I technician or technician that has passed Construction Materials courses in ABET Accredited university combined with in-house training)
Engineering Technician Level II..... $ 35.00/hour

PERSONNEL ENGINEERING CONSULTING

Staff Engineer (Graduate Civil Engineer or Engineer in Training),..... $ 40.00/hour

Senior Project Engineer/Manager, P.E. ..... $ 80.00/hour
Master of Science in Civil/Geotechnical Engineering, 30 years
of Experience and active Registered Engineering License in state of Alabama

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 (6" x 12" cylinder).....$ 8.50/each
2. Flexural strength test on concrete beams..... $ 12.00/each

3. Compressive cores (testing and reporting)..... $ 8.00/each

4. Compressive strength test on mortar cubes.....$ 8.50/each

5. Compressive strength prisms, including capping.....$ 8.50/prism

6. Concrete cylinder molds.....$ 1.50/each

Review of submitted mix design for compliance..... $ 35.00/each
With ACI requirements

Sieve Analysis of aggregated (dry)..... $ 35.00/each

Material finer than the No. 200 sieve (washed)..... $ 25.00/each

SOIL TESTING

Moisture/Density Relationship

a. Standard Proctor Compaction Method (ASTM D 698).....$ 90.00/each

b. Modified Proctor Method
(ASTM D 1557) .....$ 100.00/each

Use of Nuclear Density Gauge.....$ 5.00/hour

Atterberg Limit Determination.....$ 45.00/each

Material Finer than No. 200 Sieve (washed).....$ 20.00/each

Mechanical Grain Size Analysis.....$ 65.00/each

REMARKS

Transportation charge of $ 0.50 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.

PART II

ESTIMATED BUDGET FOR CONSTRUCTION MATERIALS TESTING

We have provided a detail breakdown of the services anticipated. Our services will be billed based on the actual work performed and the unit fees enclosed in this proposal.

1.0 Soil Testing and Monitoring

The following will be performed during the soil testing:

a. We will obtain samples and perform appropriate laboratory testing on materials proposed for use as fill, backfill, and slab or paving subgrade. Tests will include:
- Atterberg (liquid and plastic) Limits (ASTM D 4318)
- Moisture-Density Relationship by the Standard Proctor Method (ASTM D 698) or Modified Proctor Method (ASTM D 1557)

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, notify contractor and Owner, make recommendations 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, we understand that up to about 6 feet of fill placement will be required to reach the subgrade elevation of the proposed Building Footprint. Assuming that Engineered Fill will be placed in about 6 inch lifts, and considering the size of the proposed building and pavement footprints, we assume that fill placement which will require Field Density Testing, will be conducted in 15 to 20 working days. We also assume that up to 5 feet of soft soils and alluvial deposits will have to be undercut and replaced with Engineered Fill.

We also assume that proofrolling observation to evaluate the suitability of the underlying soil, before fill is placed can be conducted in 6 to 8 trips. During the initial visits, test pits will be excavated to determine depth of near surface soils, if any, and provide recommendations for undercutting of any unsuitable soils. The initial proofrolling operations will be conducted by Professional Engineer. Based on this schedule, the anticipated costs for earthwork testing and proofrolling observation will be as follows:

Standard proctor,
2 samples @ $90.00/sample ..... $ 180.00

Engineering Technician for Field Moisture and Density testing,
including travel time (30 Trips @ 2 hours/trip)
60 Hours @ $35.00/hour ..... $ 2100.00

Nuclear Density Gauge Rental,
60 hours @ $5.00/hour ..... $ 300.00

Professional Engineer for site meetings, proofrolling observation, undercutting observation and report preparation, 20 trips
30 hours @ $80.00/hour ..... $ 2400.00

Mileage, 40 trips @ 2 miles/trip @ $0.50/mile ..... $ 40.00

Total for Proofrolling Observation and Earthwork Testing..... $ 5090.00

2. Foundations

Following are list of Items to be tested during footing observation and testing:

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.

Based on review of the furnished plans, for the purpose of this proposal, we assume that footings will be cast in 15 episodes. Footing observation will be conducted by professional Engineer level staff. During the footing excavation observation, footing bearing materials, including exposed soils will be with a dynamic Cone Penetrometer or a probe rod, to test the exposed soil for bearing support and will observe/measure the footing excavation for footing dimension, observe the reinforcement steel for rebar size, number pattern and clearances as per structural drawings. Assuming a total of 15 footing observation episodes, the estimated costs for footing testing and observation will be $ 1500.00

3. 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 shall 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
- Batch-to-placement time

d. Transport, laboratory cure (7, 14, 28 1nnd 56-day) cylinders and then test cylinders for compressive strength (ASTM C 39).

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

Based on discussions with Mr. Ricky Wilkinson of City of Huntsville, and our review of the plans, we assume a total of about 1200 to 1300 cubic yards of concrete will be placed on the subject project site. For the purpose of this proposal, we have estimated the concrete pour quantities as follows:

Footings: 20 pours @ 1 set of cylinders per pour=	20 sets
Slabs/deck pours, 6 pours @ 4 sets of cylinders per pour=	24 sets
Retaining walls, Swimming Pool, exterior pavement, 15 pours @ 2 set of cyl./pour=	30 sets
Total	74 sets

We understand that project specifications regarding the sampling and testing of the concrete specimens are as follows:

1. Perform Compression Strength Tests on Concrete Specimens taken from the form immediately after placing. Perform a compression strength test for each for each pour in excess of 5 C.Y of each class of concrete but in no case less than one test per day. Make one (one) additional set of cylinders for each additional 50 cubic yards (or fraction thereof) of concrete in excess of the first 25 cubic yards of concrete placed in one day. Each set of specimen shall consist of 5 standard 4 x 8 Cylinders taken in accordance with ASTM C 31. Tests shall be performed in accordance with ASTM C 39. Test one cylinder @ 7 days, 1 cylinder@ 14 days and 2 cylinders @ 28 days and hold remainder in further tests are required.
2. Perform one slump test in accordance with ASTM C-143. Perform a minimum of one (1) test per each set of cylinder.
3. Perform Air Entrainment tests in accordance with ASTM C 173. Perform one (1) test per set of Cylinder).
4. Test Concrete temperature.

Based on our experience with similar projects and the concrete pour frequencies indicated above, the costs associated with concrete testing for the subject project will be $9,240.00.

5. STRUCTURAL AND REINFORCING STEEL TESTING OBSERVATION

The following will be performed as a minimum:

a. Document welder certifications to confirm that all welders have current certifications for welding operations performed for this Project. Review certified mill test reports and notify Structural Engineer of any apparent deviations from contract documents.
b. Observation of connections between individual framing members including beam-to-beam, joist-to-beam, beam-to-column, and beam-to-wall.
c. Perform the following functions related to structural steel erection in the field:
   - Visual observation of welded and bolted connections.

d. Perform additional testing in accordance with contract documents if maximum allowable rejection rates are exceeded.
e. Observe steel joists to document that the installation conditions are in accordance with the contract documents.
f. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies.
g. Observe reinforcement steel installation for foundations, slab on grade and Deck Slab.

Costs associated with Observation and Testing of Structural Steel, as noted above, will be billed based on the unit Fees attached. However, for the purpose of this proposal, we assume that a total of 13 site visits, for Structural Steel Observation. Based on this schedule, the anticipated cost associated with structural steel and reinforcement steel observation is anticipated to be as follows:

Professional Engineer, 13 visits, @ 2 hour/visit @ $ 80.00/hour.....	$ 2080.00
Subtotal	$ 2080.00

5.0 MASONRY AND MORTAR TESTING

Based on the project plan, Sheet A-2.3, special inspection will be required for the Masonry and Moratr Testing at the subject project be as follows:

a. Observe procedures and materials to verify compliance with ACI 530-92 and 530.1- 92, Contract Documents and sound construction practices.

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.

d. Observe reinforcement steel placement within the masonry blocks.

e. Observe plumbing measurements by the contractor, and report the results.

For the purpose of this proposal, we assume that a total of 30 masonry block pours will be made which will require sampling and testing of the grout fill. We also assume that a total of 10 sets of mortar samples (30 samples) will be tested. We anticipate that most of this work (masonry block fill and mortar) will overlap, and the Technician during one site visit per day, can obtain both samples. Based on this schedule, the following are the estimated costs for Masonry and Mortar testing:

Engineering Technician to perform Masonry Block Concrete Fill and Mortar Sampling, 35 pours @ 2 hours/pour @ $35.00/hour	$ 2450.00
Compressive Strength Test on Masonry Prisms, 30 sets @ 3 prisms/set @ $ 12.00/prism.....	$ 1080.00

Compressive Strength Test on Mortar Cubes,

5 sets @ 3 prisms/set @ $ 8.00/prism.....	$	120.00
Inspection of reinforced steel in the blocks, 30 site visits @ 0.5/site visit @ $ 80.00/hr.....	$	1200.00
Mileage, 50 trips @ 4 miles/trip @ $ 0.50/mile.....	$	100.00
Subtotal	$	4950.00

4. BASESTONE TESTING

In this proposal we have included testing of the basestone for density and percent compaction. We assume three (3) trip will be required for Professional Engineer to observe proofrolling operation of the basestone. We also assume a total of 4 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 $600.

3. 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).
d. Provide documentation of events in the field and notify the contractor, Owner and other appropriate persons upon recognition of deficiencies.

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, the following are our anticipated costs:

Engineering Technician, ALDOT Road and Asphalt Technician, Level III, 24 hours@ $ 35.00/hour,.....	$ 840.00
Professional Engineer for Proofrolling observations of subgrade soil and basestone, 4 hours@ $80.00/hour.....	$ 320.00
Subtotal	$ 1160.00

5. SPECIAL INSPECTIONS

Costs associated with other inspections associated with special inspections to include reinforcement steel, Pool Construction (Shotcrete, reinforcement steel, deck slabs), pre-slab pours for the proposed building, observations, meetings, are anticipated to be on the order of $2000.

ADEM NPDES Permit NOI, Inspections and Closure report

Preparation of ADEM NPDES Notice of Intent (Permit application) and perform and document monthly inspection 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 18 months. We also assume that a total of 24 inspections will be required until closure of the ADEM NPDES permit.

The costs associated with preparation of ADEM-NPDES Permit, as well as inspections, will be on the order as follows:

Prepare Permit Application	$ 200.00
Inspections: Field Inspections and Report Preparation 24 Inspections @90.00/inspection	$ 2,160.00
Mileage, 24 trips@ 2 miles/trip@ $0.50/mile	$ 24.00
Preparation of Closure Report,	$ 300.00
Subtotal	$ 2,634.00

PART III

BUDGET SUMMARY

Earthwork Testing	$ 5,090.00
Spread Footing Observation	$ 1,500.00
Concrete Testing	$ 9,240.00
Steel Observation	$ 2,080.00
Masonry and Mortar Testing and Observation	$ 4090.00
Basestone and Asphalt Thickness and Density Determination and Testing	$ 600.00
Asphalt Placement Testing and Observation	$ 1160.00
Special Inspections	$ 2000.00
ADEM NPDES	$ 2634.00
Total Testing and Special Inspections	**$ 28,394.00**