



February 14, 2022

Henderson County Schools
C/O: RBS Design Group
1805 2nd St.
Henderson, KY 42420

**RE: Proposal for Special Inspections
Henderson County High School
New Soccer Locker Building
Henderson, KY 42420**

Dear Mr. Thomas:

Associated Engineers, Inc. (AEI) is pleased to propose services for the referenced project in regard to structural special inspections and testing as defined in the Statement of Special Inspections, project drawings, and the project specifications. The requested services are well within those routinely offered by Associated Engineers, Inc.

We propose to perform these services for the base bid for a fixed fee of ***Eight Thousand Four Hundred and Forty-Nine Dollars (\$8,449.00)***. Our fee includes all required earthwork, concrete, and structural special inspections reference in the provided plans and specifications. In addition to the above fee there is a ***Five Thousand Dollar (\$5,000.00)*** contingency allowance to be used on the owner's behalf and billed hourly. The total fee including the contingency allowance is ***Thirteen Thousand Four Hundred and Forty Nine Dollars (\$13,449.00)***.

All inspection services shall be performed by the staff of AEI with the exception of structural steel and/or welding inspections. These services shall be performed by Kentucky Testing, Inc. under the direction and observation of AEI. Staff resumes are enclosed.

Due to daily scheduling procedures, Associated Engineers, Inc. requests at least a 24-hour notice be provided from the contractor for work required on the job site. Our Standard Terms and Conditions are attached and shall apply. This proposal will serve as our engagement letter. If you accept this proposal, please execute a copy and return it to our office. If you have any questions, please contact me.

Sincerely,
Associated Engineers, Inc.

Justin S. Lamb, P.E.
Director of Engineering Operations

READ AND AGREED TO BY THE UNDERSIGNED this ____ day of _____, 2022.

By: _____

Printed Name: _____

Title: _____

Address: _____

Attachments

Justin S. Lamb, PE

Position

Director of Engineering Operations

Education

University of Kentucky - Bachelor of Science – Mining Engineering

Professional Registrations

Kentucky PE #32660

West Virginia PE #024026

Alabama PE #39190

Indiana PE #11900292

Oklahoma PE #31701

Virginia PE #062123

Tennessee PE #120541

Louisiana PE #0044619

Arkansas PE #20058

Responsibilities

Mr. Lamb manages Engineering Operations for Associated Engineers, Inc. including Engineering Design, Drilling, Surveying, and Quality Control. Mr. Lamb has extensive experience in the following services: Mine Infrastructure Design, Reserve Evaluation, and Regulatory Compliance; Geotechnical Drilling and Subsurface Evaluations; Slope Stability Analysis and Modeling; Construction Quality Control; Unmanned Aerial Vehicle Surveying and Inspections; all forms of Surveying. With the help of Mr. Lamb Associated Engineers, Inc. continues to diversify the services provided as well as invest in industry leading technologies to provide the most comprehensive, precise, and cost effected solutions to our clients.

Concentrations

- Mine Facility Development
 - Reserve Evaluation
 - Permitting
 - Mine Infrastructure Design
 - Impoundment and Refuse Disposal Design
 - Materials Handling Design (Rail, Barge, Roadway, Beltline)
 - Regulatory Compliance
- Geotechnical Investigation and Design
 - Site Evaluation
 - Foundation Recommendation
 - Dam and Levee Evaluation and Design
 - Stability Analysis
- Civil Site Design
 - Commercial and Industrial Site Development Planning
 - Storm Water Managment
 - Environmental Planning and Regulatory Compliance
 - Utility Design
- Aerial Photogrammetry and LIDAR
- Quality Assurance and Quality Control
 - New Construction and Renovation Inspections
 - Dam/Impoundment Construction and Remediation
 - Site Closure, Demolition, and Remediation

David A. Lamb, PE

Position

President

Education

University of Kentucky, Bachelor of Science - Civil Engineering, 1988

Professional Registrations

Kentucky PE #17822

Responsibilities

Mr. Lamb is the President of Associated Engineers, Inc. He provides technical oversight and business development strategies for the company. Mr. Lamb has extensive experience in the following services: Mine Reserve Evaluation, Development, Permitting, and Regulatory Compliance; Environmental Permitting; Environmental Audits - Phase I and II; Corrective Action Plans; Geotechnical Drilling and Subsurface Evaluations; Construction Quality Control; Site Development and Utility Design; all forms of Land Surveying. Under Mr. Lamb's direction, Associated Engineers, Inc. has grown to be the largest energy-centered firm in the Western Kentucky Coal Field. The firm's staff of Engineers, Geologists, and Land Surveyors provide technical services to the Coal, Oil and Gas, and Power Generation industries in the region. Additionally, the firm represents commercial and industrial developers and municipalities.

Concentrations

- Mine Facility Development
 - Reserve Evaluation and Permitting
 - Transportation Facility Design (Rail, Barge, Roadway)
 - Mine Facility and Infrastructure Design
 - Regulatory Compliance
- Permitting with Federal and State Agencies
 - U.S. Army Corps of Engineers Permitting
 - U.S. Environmental Protection Agency
 - State and Local Agencies
- Geotechnical Investigations & Design
 - Foundation Design Recommendations
 - Slope Stability Analyses
- Property Development
 - Commercial and Industrial Site Development Plans
 - Commercial and Residential Subdivision Planning & Permitting
- Utility Design
 - Potable Water and Sanitary Sewer
 - Storm Water Management
- Environmental Plans
 - Spill Prevention Control and Countermeasure Plans
 - Best Management Practices Plans
 - Groundwater Protection Plans

Christian J. “Jeremiah” Short, P.E.

Position

Project Engineer

Education

Western Kentucky University - Bachelor of Science – Civil Engineering – 2015

Certificates

Kentucky PE

American Concrete Institute:

Concrete Field Testing Technician, Grade I

Aggregate Testing Technician – Level 1

Concrete Strength Testing Technician

Concrete Laboratory Testing Technician – Level 1

Troxler Electronic Laboratories:

Nuclear Density Gauge Operator

MSHA:

Certified Impoundment Inspector

ICC Exams Passed:

Special Inspector General

Structural Steel & Bolting - Codes & Plans

Reinforced Concrete – Codes & Plans

Mr. Short has also passed his PE Exam.

Responsibilities/Experience

Mr. Short provides civil site design which includes but is not limited to; building & utility permitting, storm water design, site layout & grading, and project coordination with related project design teams. He also provides on site construction inspections for a wide variety of construction project ranging from small civil site development to heavy civil/mining construction. His field testing experience includes but is not limited to; concrete testing, grout and mortar testing, soil density testing using a Troxler Nuclear Density Gauge, wood framing inspections, suspended ceiling inspections, dam/impoundment construction and inspections. He also performs various laboratory testing including but not limited to; Atterberg Limits, Proctor Testing, Granular Size Analysis, and concrete strength testing.

Concentrations

- Civil Site Design
 - Site Survey
 - Site Layout and Grading
 - Building Permitting
 - Site Utilities
 - Stormwater Analysis
- Mine Facility
 - Surface Facility Inspections
 - Permitting
- Quality Assurance and Quality Control
 - New Construction and Renovation Inspections
 - Dam/Impoundment Construction and Inspections
 - Materials Testing
 - Quality Control Inspections Review

Kentucky Testing, Inc.

100 Muirfield Drive, Princeton, KY 42445
(270) 365.3523

**Radiography- Ultrasonics
AWS Code Inspection
Welder Qualification**

Associated Engineers

3/13/12

Attn: Mr. Kelly Gardner

Established in 1985, KTI is a small, full service NDT Lab with personnel certified in accordance with the requirements of ASNT SNT-TC-1A, Level II and III, for the Radiographic, Ultrasonic, Penetrant, and Magnetic Particle testing methods. We are qualified and experienced in Welding Inspection in accordance with AWS Welding Codes (AWS-CWI). We also test welders and can provide Welder Certification to AWS and ASME requirements, and perform inspection of structural bolting in accordance with RCSC / AISC specifications. Examples of a few of the projects we have recently done, or are currently involved with, include:

Western Kentucky University Alumni Meeting Center- Alliance Corporation. A three story complex structural steel framed building with extensive moment frame connections and slip critical bolting. Ongoing project.

Block 6 Parking Structure- Alliance Corporation. Five story precast concrete parking structure in Bowling Green, with welded steel connections between precast elements.

McCracken County High School- A&K Construction / BFW Engineers. NDT of extensive moment frame connections. Ongoing.

Hopkins County Justice Center- A&K Construction / Associated Engineers. Three story structural steel framed building. CWI.

Southern Kentucky Performing Arts Center- (ACES / Alliance, Bowling Green)-CWI and extensive UT of CJP welds. Completed 2011.

Monroe County Justice Center (ACES / Alliance, Tompkinsville)- CWI, RCSC Bolting (skidmore), and extensive UT of moment connections. Completed 2011

South Warren Middle / High School, Bowling Green- Steel special inspections provider on 335,000 square foot school. This is the largest school building in Kentucky. Recently completed.

Owensboro High School Addition- (Associated Engineers) CWI and RCSC Bolting inspection of large gymnasium and classroom additions to school. Recently completed.

Bodycote, Princeton- ASME Section V, UT and MT of large high pressure (up to 40,000 psi) vessels. Periodic in service inspections. (Annual event).

Precision Steel, Inc., Calvert City, KY- Large AISC Certified steel fabrication facility. Provide UT, MT, PT, and CWI services on 'as needed' basis.

Kerry Creasey,

KCREASEY

Standard Terms and Conditions

1. **Standard of Care**
The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
2. **Independent Contractor**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
3. **Payments to ENGINEER**
Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving 7 days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
4. **Insurance**
ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
5. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 - b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
 - d. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
6. **LIMIT OF LIABILITY**
TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PROJECT FEE OR \$50,000.00, WHICHEVER IS GREATER.
7. **Dispute Resolution**
 - a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.



MATERIALS TESTING FEE SCHEDULE 2022

<u>Category</u>	<u>Fee</u>	<u>Units</u>
Engineer IV*	\$115.00	Hour
Engineer V*	\$137.00	Hour
Engineer VIII*	\$205.00	Hour
QA/QC Technician***	\$ 68.00	Hour
Clerical	\$ 43.00	Hour
Standard Proctor Test	\$135.00	Each
Modified Proctor Test	\$155.00	Each
Atterberg Limits Test	\$ 60.00	Each
Sieve Analysis	\$ 34.00	Each
Cylinder Molds**	\$ 3.00	Each
Compressive Strength Tests**	\$ 10.00	Each
Grout Prism Molds**	\$ 12.00	Each
Grout Prism Strength Tests**	\$ 20.00	Each
Mileage	\$0.58	Mile

* *Registered Professional Engineer*

** *Concrete Testing*

*** *QA/QC Technician will be at least ACI Field Testing Tech Level 1
Use of Nuclear Density Meter Included in Technician Rate*

*Work conducted on Saturday, Sunday, Holidays, or
Overtime (>8 hours per working day) will bill at the above
hourly rate +25%.*

2740 North Main Street, Madisonville, Kentucky 42431
Phone: (270) 821-7732 • Fax: (270) 821-7789

1001 Frederica Street, Suite 200, Owensboro, Kentucky 42301
Phone: (270) 684-8450 • Fax: (270) 684-8449

Civil • Structural • Mining • Geotechnical • Forensic • Land Surveying • Steel Detailing
Construction Monitoring • Environmental • Drilling • Special Inspections • Laboratory Services
www.associatedengineers.com

- b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
8. Termination of Contract
Either party may at any time, upon 7 days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
9. Access
OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
10. Hazardous Environmental Conditions
It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
11. Ownership and Reuse of Documents
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.
12. Use of Electronic Media
a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
13. Force Majeure
ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
14. Assignment
Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.
15. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
16. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by

either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

18. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

19. Controlling Law

This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.

20. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.