

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-48**

**APPROVING FUNDS TO COMPLETE ROADWAY, WATERMAIN, AND STORM
SEWER SYSTEM IMPROVEMENTS ALONG CLINTON ROAD**

WHEREAS, the Village Board has included roadway, watermain, and storm system improvements for Clinton Road in the approved 2018 Capital Improvement projects; and

WHEREAS, Baxter & Woodman, has provided a work order, dated July 5, 2018, for engineering design services of the roadway, watermain, and storm system improvements along Clinton Road; and

WHEREAS, the Baxter & Woodman estimates the work will cost \$83,500 (\$41,750 for the roadway & storm system design and \$41,750 for watermain design); and

WHEREAS, on July 10, 2018, the Utility Commission recommended approval of the Clinton Road engineering design services for the recommended watermain work.

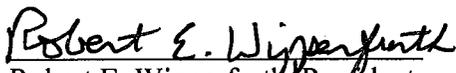
NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Windsor that Baxter & Woodman Worker Order, Engineer's Project No. 180718.40, for the engineering design of the roadway, watermain, and storm system improvements along Clinton Road is hereby approved in an amount not to exceed \$83,500 for the work.

BE IT FURTHER RESOLVED, the budget is hereby amended as follows to address the above expenditure:

Account Number 004-00-57331-000-783, HS-Clinton Road, Increased \$43,750.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the July 19, 2018, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:

Christine Capstran, Clerk

INCORPORATED BY REFERENCE:

Baxter & Woodman Engineering Design Services Work Order dated July 5, 2018

**VILLAGE OF WINDSOR, WISCONSIN
CLINTON ROAD RECONSTRUCTION PROJECT
ENGINEERING DESIGN SERVICES
WORK ORDER**

Engineer's Project No. 180718.40

Project Description:

The Project includes reconstruction of Clinton Road from County Highway DM to approximately 0.4 miles south. The total project length is approximately 2,100 ft. Topographic surveying and soil borings will be performed by others, with costs as noted and included in total fee estimate.

- The Project will include removal of the roadway pavement and base, and replacement with new base, geogrid as needed, and asphaltic pavement. The roadway cross section will be rural with ditches draining to swales and area inlets. Construction of a 2 ft. wide ribbon curb along the pavement edges is desired.
- Storm sewer improvements will include construction of grass swales and placement of culvert pipes along roadway route with storm sewer improvements coordinated with County Highway DM road project.
- Water main improvements will include pipe replacement along with replacement of valves, hydrants and water services along with curb boxes within the road right-of-way.

Engineering Services:

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated December 17, 2015. Engineer shall provide the services set forth in Attachment A, attached hereto.

Compensation:

Compensation for the services will be in accordance with the Engineering Services Agreement dated December 17, 2015. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$83,500.

Submitted by: Baxter & Woodman, Inc.	Approved by: Village of Windsor, WI
By: _____ Louis D. Haussmann, PE	By: <u>Robert E. Wipperfurth</u> Robert E. Wipperfurth
Title: Executive Vice President/COO	Title: Village President
Date: _____	Date: <u>7-19-2018</u>
	Attest: <u>Christine Capetta</u> Tina Butteris, Village Clerk Christine Capetta

Additional Comments and Conditions: Fee includes \$7,370 for topographic surveying by Burse Survey and Engineering plus \$5,890 for soil borings by CGC Inc. Fee does not include bidding or construction services.

Scope of Services

1. **MANAGE PROJECT** - Plan, schedule, and control the professional engineering activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village staff and project team to ensure the goals of the Project are achieved, and to review available data.
2. **TOPOGRAPHIC SURVEY** - Perform topographic survey of features within the roadway right-of-way in order to develop base sheets for project plan and profile drawings and cross sections.
 - The topographic survey will include the following:
 - a. Extend approximately 2,200 feet along Clinton Road;
 - b. Include side roads up to 150 ft. from their intersection with Clinton Road;
 - c. Extend laterally from right-of-way to right-of-way plus 20 ft beyond;
 - d. Be detailed adequately to produce an accurate computer surface model;
 - e. Request a Digger's Hotline field locate prior to field survey work. Locate marked underground utilities within the Project corridor;
 - f. Survey, measure, and photograph manhole and inlet interiors;
 - g. Survey locations of water valve road boxes, hydrants, and service curb boxes;
 - h. Obtain elevations and locations of 7 soils borings within the Project corridor.
 - i. Incorporate found monuments and property markers in the topographic survey. Utilize available tax parcel information to establish approximate right-of-way lines in areas that do not have the right-of-way lines monumented.
 - j. Use County Coordinates (WISCORS) with NAVD 88 vertical datum.

Topographic surveys will be completed by Burse Surveying & Engineering who will be contracted directly to the Village of Windsor. Costs of topographic surveys are included in this agreement.

3. **COORDINATE GEOTECHNICAL CONSULTANTS** - Coordinate with the geotechnical consultant (CGC, Inc.) to locate and perform soil borings, collect and analyze soil samples, determine groundwater levels, and prepare a written report. The costs for geotechnical consultant work are included in the Engineer's fee.
4. **UTILITY COORDINATION** - Obtain utility company system maps. Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the Project affecting utility facilities. Keep the Village informed of all such coordination activities.
5. **HAZARDOUS MATERIALS** - Conduct a Hazardous Materials database check and field review to screen the Project for potential underground hazardous materials and buried tanks that, if present, could affect the construction project. Prepare a written technical memo documenting the results of this reconnaissance.

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6. **EXTRA SERVICES IF REQUIRED** - The following services are not anticipated to be necessary for the Project and if determined to be necessary, will be considered "Extra Services".
 - Archaeology Field Reconnaissance and literature search
 - Architectural History field reconnaissance and literature search
 - Wetland Delineation and wetland permit applications
 - Right-of-way plats and acquisition of land interests, to include easements and fee acquisitions.
 - Stormwater improvements outside of the road right of way.

 7. **PERMIT APPLICATIONS** - Prepare and submit a permit application to the Wisconsin Department of Natural Resources for a Construction Site Storm Water Permit and a Notice of Intent (NOI) for Construction Projects if more than one acre is disturbed. Initiate Endangered Resources Reviews for permitting package. Permit fees are a separate expense to the Village and are not included in the Engineer's compensation.

 8. **PLANS & SPECIFICATIONS**
 - Prepare contract documents consisting of a Project Manual and Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.
 - Drawings to include typical cross-sections, construction details, erosion controls, traffic control, signing and pavement marking, plan & profile, and cross sections. The project design will be based on County road and State design standards.
 - Engineer will coordinate the roadway reconstruction project with other project plans and details that may be developed for watermain/sanitary sewers (Utility Project) and the Community Storm Sewer System Plan. The Village expects a complete and integrated project with regard to all infrastructure components.

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9. **PROJECT MANUAL** - Prepare for review and approval by the Owner and its legal counsel the forms of construction contract documents consisting of the Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bonds, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare specifications in conformance with the format of the Construction Specification Institute.
 10. **OPINION OF PROBABLE COST** - Prepare summary of quantities, schedules of materials, and an Engineer's Opinion of Probable Cost.
 11. **QUALITY CONTROL REVIEWS** - Perform an in-house peer review and constructability review of the pre-final details sheets, specifications, and Engineers' Opinion of Probable Cost for the Project.
 12. **SCHEDULE** - The following overall project schedule is based on construction occurring in 2019. Soil borings and surveying to be completed prior to August 2018.
 - Prelim Design/Cost Est. Sept 2018
 - Final Design Spring 2019



PROPOSAL

The following is a proposal for services to be performed by Burse Surveying and Engineering, Inc. ("BURSE") and is being provided to Village of Windsor ("CUSTOMER").

1. SITE ADDRESS

Clinton Road from County Highway DM to approximately 0.4 miles south, Village of Windsor, Wisconsin.

2. SCOPE OF WORK

BURSE will:

Provide a Topographic Survey that includes the following:

A. LAND SURVEYS

1. Horizontal Control

- a. Use coordinates based on the County Coordinate system. Ties to Public Land Survey System monuments are not required.
- b. Set eight survivable construction control points. PK nails in pavement or iron rods in turf are preferable. Provide location sketch with coordinates.

2. Vertical Control

- a. Establish vertical control in the project area based on a USGS / NGS monument. The project datum will be NAVD88.
- b. Set four construction bench marks within project area, avoiding power poles to the maximum practical extent.

3. Topographic Field Survey

- a. Contact Diggers Hotline for field locates. Provide Digger's Hotline tickets. Verify that field markings were done and include underground lines in the topographic survey.
- b. Extend approximately 2200 feet along Clinton Road;
- c. Extend laterally the full width of the right-of-way plus 20 ft. beyond each side of the right-of-way;
- d. Extend 150 ft. along intersecting side roads;
- e. Measure and photograph manhole and inlet interiors, measure down water valve boxes;
- f. Look for and incorporate property markers as available into the topographic survey.
- g. Incorporate wetland flagging that may be placed prior to the start of topo surveys.

B. STAKING

1. No staking is required.

C. ADDITIONAL SURVEY REQUIREMENTS

1. Provide all appropriate traffic control devices for safety purposes.
2. Contact the Village administrator a minimum of 48 hours prior to conducting land surveys on private property.
3. Computer deliverables include:

- a. AutoCAD topo / base-map in electronic format. Civil 3D files to include survey points and existing surface model or other format as mutually agreed.
- b. The project drawing scale is expected to be 1"= 20' at 22" x 34" paper size.
- c. An ASCII file with a listing of points shot, to include point number, northing, easting, elevation, and description.
- d. Sketch information with ties to construction control points to include control point coordinates and elevations.
- e. Construction benchmark descriptions and elevations.

D. PHOTOS

1. Provide photos of the interiors of manholes and inlets. Provide orientation reference to allow for office review of pipe geometry, such as a paint mark at the north location of the structure or other reference as appropriate.

E. MEETINGS

1. No meetings are included.

BURSE will not:

Unless specifically included in the proposal, include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. Excavate to locate private utilities, nor hire a third party utility locator.

3. **COMPLETION SCHEDULE** BURSE shall proceed immediately upon receipt of a signed contract and shall complete the survey within 45 days of receipt of the signed contract.

BURSE cannot be held responsible for project schedule delays caused by weather, violence, acts of nature, and public agencies or private business over which it has no control. BURSE shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of BURSE'S failure to meet deadlines, may result in adjustment to said schedules and fees.

4. **PROFESSIONAL FEES** BURSE'S work will be billed on an hourly basis, see Attachment A for our hourly rates. The hourly rates are subject to revisions on an annual basis. The fees for the proposed work are not to exceed of \$7,370. Reimbursable expenses shall be billed at cost. These prices and this proposal are valid through July 18, 2018.

5. **EXCLUDED FROM FEES** Soil borings, wetland markings, title search and review fees, application fees, reproduction costs, and recording fees, if any. A representative of BURSE shall attend any meetings at the CUSTOMER's request and shall be paid at BURSE'S hourly rates. If CUSTOMER requests a Certificate of Insurance to be added as an additional insured than a fee increase of \$15 per Certificate shall be imposed.

6. **CUSTOMER RESPONSIBILITIES** The CUSTOMER shall provide BURSE with access to private lands if necessary to complete the survey scope.

7. **ASSUMPTIONS** All of the work described herein shall be completed in accordance with generally and currently accepted surveying principles and practices. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by CUSTOMER. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, BURSE cannot be held responsible for any design or construction problems resulting from the use of this information.

8. **TERMS** Payment for invoices are due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CUSTOMER shall provide BURSE with a clear, written statement within ten (10) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoices as submitted.

In the event all or any portion of the work prepared or partially prepared by BURSE is suspended, abandoned, or terminated, CUSTOMER shall pay BURSE all fees, charges and expenses incurred to date of the receipt of written notice of suspension or termination. BURSE reserves the right to withhold documents and information until fees for such services are paid in full. CUSTOMER further agrees to pay BURSE any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

9. **NOTICE OF LIEN RIGHTS** AS REQUIRED BY THE WISCONSIN LIEN LAW, BURSE HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE CUSTOMER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, IF CUSTOMER RECEIVES NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE SURVEYING OR ENGINEERING SERVICES, THEY AGREE TO GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. BURSE AGREES TO COOPERATE WITH CUSTOMER AND CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL-POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

10. **LIABILITY** To the maximum extent permitted by law, CUSTOMER agrees to limit BURSE'S liability for CUSTOMER damages to the sum of \$10,000 or BURSE'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

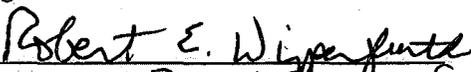
11. **INDEMNIFICATION FOR LIABILITY TO THIRD PARTIES** The CUSTOMER agrees, to the fullest extent permitted by law, to indemnify and hold BURSE and BURSE'S officers, partners, employees and sub-consultants harmless from any and all claims, liabilities, losses and costs, including reasonable attorneys' fees and costs of defense, arising or allegedly arising from the services performed under this proposal, except for BURSE'S sole negligence or willful misconduct.

12. **TRANSFER OF ELECTRONIC DATA** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise, copies of documents that may be relied upon by CUSTOMER are limited to printed copies (also known as hard copies) that are signed or sealed by BURSE. Files in electronic media format of text, data, graphics, or of other types that are furnished by BURSE to CUSTOMER are only for the convenience of CUSTOMER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, BURSE makes no representations as to accuracy, 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 BURSE in preparation of these documents. If there is a discrepancy between the electronic drawing files and the hard copies, the hard copies govern.

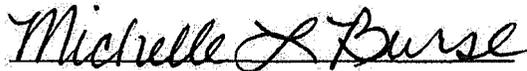
13. **AMENDMENT** This agreement contains all the terms and conditions of the agreement between CUSTOMER and BURSE and any changes in this agreement shall have no effect unless they are made in writing, signed by both parties, and incorporated as an amendment to the agreement. No other understandings, representations, or agreements, written or oral, other than those herein have been made by and between the parties hereto.
14. **ACCEPTANCE** CUSTOMER hereby accepts this proposal for land surveying services and hereby authorizes BURSE to proceed with the services outlined herein.

Accepted By: Village of Windsor


~~Jamie Rybarczyk~~ Robert E. Wipperfurth, President

Dated this 19th day of July, 2018.

Accepted By: Burse Surveying and Engineering, Inc.


Michelle L. Burse, President

Dated this 25th day of June, 2018.

BURSE SURVEYING AND ENGINEERING, INC.

2018 Hourly Fee Schedule

Attachment A

Principal Surveyor	\$109.00
Land Surveyor IV	\$98.00
Land Surveyor III	\$92.00
Land Surveyor II	\$86.00
Land Surveyor I	\$80.00
Principal Engineer	\$134.00
Engineer IV	\$110.00
Engineer III	\$99.00
Engineer II	\$91.00
Engineer I	\$84.00
CAD Operator	\$59.00
Survey Crew (1 Person)	\$90.00
Survey Crew (2 Person)	\$122.00
Survey Crew (3 Person)	\$159.00
Staking Crew (2 Person)	\$136.00
Staking Crew (3 Person)	\$165.00
Robotic Survey (1 Person)	\$105.00
Robotic Survey (2 Person)	\$138.00
Robotic Staking (1 Person)	\$118.00
Robotic Staking (2 Person)	\$150.00
GPS Survey Operator	\$112.00
GPS Staking (1 Person)	\$121.00
GPS Staking (2 Person)	\$150.00
Technician IV	\$75.00
Technician III	\$69.00
Technician II	\$64.00
Technician I	\$58.00
Clerical/Office Support	\$55.00

- Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.
- Expenses shall be billed at cost.
- Mileage shall be billed at the then current federal rate.
- Hourly rates are subject to change annually on the first of each year.



2921 Perry Street, Madison, WI 53717
608-288-4100 • Fax 608-288-7887

Village of Windsor
c/o Mr. Daniel Durig, P.E.
Baxter & Woodman
2005 W. Beltline Highway, Suite 201
Madison, WI 53713

PROPOSAL C976.405
DATE: June 21, 2018
Re: Proposal for Services
Clinton Road Reconstruction
Morrisonville, Village of Windsor, Dane County, WI

PROJECT DESCRIPTION

We understand that an approximately 0.4-mile stretch of Clinton Road, from CTH DM south, will be reconstructed. The project will include removal and replacement of the existing pavement section, including the base course, as well as installation new storm and water main utilities along the alignment. Utility installation depths are anticipated to be up to 7 ft below existing site grades.

SCOPE OF SERVICES

- Seven (7) Standard Penetration Test (SPT) borings to planned depths of 10 ft (or refusal), for a total of 70 ft of drilling.
- Seven (7) 6-in. diameter asphalt pavement cores, with one core collected at each SPT boring location.
- Digger’s Hotline clearance.
- Soil boring layout by CGC based on locations provided by Baxter & Woodman. GPS coordinates and surface elevation at each location will be surveyed by CGC using a GPS rover device following coring/drilling.
- Traffic control with warning (work ahead) signs and cones for traffic control are included in our base price.
- Limited geotechnical lab testing for soil classification purposes, including up to one natural moisture content test per boring and two organic contents.
- Borehole abandonment per DNR requirements, including surface patching with cold-mix asphalt. Drill cuttings will be collected and removed from the site.
- Preparation of a geotechnical report providing recommendations regarding pavement and utility design and construction.

SPECIAL TERMS

- We have assumed that the boring locations will be accessible with a truck-mounted drill rig.
- No snowplowing or landscape repairs have been included in our estimate.
- We assume that private utilities (e.g., utilities not marked by Digger’s Hotline) are not present or will be located by the Village of Windsor. If needed, CGC can arrange for a private locate for an additional cost of \$300-500.
- Additional drilling during the same mobilization beyond the provided scope can be provided for \$18.15/ft from 0 to 20 ft.

ESTIMATED COSTS (Rates per attached Schedule A)

\$5,890, estimated cost, not-to-exceed without your approval, for the scope of services described above. The estimated cost includes a lump sum cost of \$1,400 for engineering management, report preparation and drilling coordination, and an allowance of \$1,000 for boring layout and asphalt coring.

COMPLETION SCHEDULE

Upon notice to proceed, drilling can typically be scheduled within about two weeks, pending Digger’s Hotline clearance. Drilling/coring is expected to take about one day to complete. The geotechnical report can typically be completed within about two weeks thereafter, with draft soil boring logs available about one week after drilling, if desired.

ACCEPTANCE

Prior to authorizing CGC, Inc. to begin with the work outlined within the scope of services defined in the above proposal, please review the terms and conditions presented on the attached General Conditions for Professional Services. Signing this proposal will be considered authorization for CGC, Inc. to proceed.

Accepted by: _____ Date: 7-19-18
By: Robert E. Wippert
Robert E. Wippert
Title: President

Submitted by: AJB Date: : June 21, 2018
CGC, Inc. D. Staab
By: _____
David A. Staab, P.E., LEED AP
Title: Senior Consulting Professional

Please return one copy for our records

**2018 SCHEDULE OF FEES AND CHARGES
CONSTRUCTION TESTING/GEOTECHNICAL SERVICES
CGC, INC.
MADISON, WISCONSIN
SCHEDULE A**

I. Hourly Rates for Professional and Technical Staff

Staff Categories	Rate/Hour
Field Technician	
Level A	\$ 29.00
Level B	39.00
Level C	48.00
Level D	54.00
Level E	61.00
Clerical	44.00
Staff Engineer	68.00
Senior Staff Engineer or Geologist	74.00
Senior Technician	74.00
Project Engineer.....	83.00
Consulting Professional	93.00
Lab/Field/Office Supervisor	100.00
Senior Consulting Professional.....	120.00
Principal/Consulting Professional.....	130.00

Personnel have been classified in the above staff categories based on skill, education and experience levels. Legal consultation rates are doubled.

II. Field Density Testing

1. Personnel Charges.....	Per Item I
2. Field Density Test Charges.....	10.00/test
3. Moisture-Density and Relative Density Tests	
a. Modified or Standard Proctor	
1. Sample Preparation (per sample)	\$ 35.00
2. Coarse-Grained Soil (per point)	
i. 4 in. mold.....	\$ 27.00
ii. 6 in. mold.....	\$ 37.00
3. Fine-Grained Soil (per point)	
i. 4 in. mold.....	\$ 39.00
ii. 6 in. mold.....	\$ 41.00
b. Relative Density	
1. Dry.....	\$ 110.00
2. Wet.....	\$ 130.00

III. Concrete Testing

1. Personnel Charges for Cylinders Made by CGC Technicians.....	Per Item I
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2. Compressive Strength Testing-Cylinders	\$ 12.00/cylinder*
(or holding not testing)	
Single Use Molds	\$ 3.00/each
Trimming Charges.....	\$ 12.00/each end
3. Cast-in-Place Pull Out Cylinders (CIPPOCS)	\$ 30.00/cylinder
Single use molds.....	\$ 35.00/each
Extensions	\$ 15.00/each
Trimming charges.....	\$ 10.00/each end
4. Concrete Cylinder Pick-up Service (applicable <u>only</u> if unique visit required)	
If done in conjunction with other testing	No charge
Separate Site Visit	**
5. Consultation on Concrete Problems.....	Per Item I

IV. Field Testing/Equipment

1. Coring Machine.....	\$ 85.00/day
2. Generator	85.00/day
3. Pavement Saw	85.00/day
4. Hammer Drill	50.00/day
5. Concrete Field Equipment	10.00/day
6. Fire Proofing Bond Test	10.00/each
7. Windsor Probe	
a. Equipment Rental	**
b. Test Probes	21.00/set of 3
8. Swiss Hammer.....	50.00/day
9. Steel Testing	
a. Bolt Testing.....	**
b. NDT-Welded Connections	**
10. Dynamic Cone Penetrometer	35.00/day
11. Floor Flatness - Dipstick Method	***
12. Double Ring Infiltration	100.00/set up
13. Photoionization Detector	95.00/day
14. Cylinder Cure Box	80.00/season
15. Crack Monitors.....	30.00/each
16. Vaprecision Slab Moisture Kits	35.00/each
17. Relative Humidity Sleeve/Test	
a. Sleeve/Test	85.00/each
b. Readout Machine.....	60.00/day
18. Concrete Maturity Curve Development	900.00 est.
19. Maturity Meter Temperature Probes.....	85.00/each
20. Traffic Control Signs	150.00/day
21. Grout Sample Box	7.00/each

- * This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.
Discounted rate be available on large volume projects.
A rate of \$14.00/cylinder will be applied to all other test specimens.
- ** Denotes tests performed on a time and expense (T&E) basis.
- *** Denotes tests performed on a T&E basis plus dipstick daily charge.

OTHER TERMS AND CONDITIONS

Laboratory Services

Standard laboratory tests will be at a fixed charge per test. When appropriate, there will be a charge for the time of laboratory personnel associated with the supervision of the testing program and summarizing and plotting of the test data. These personnel time charges will be at the hourly rates for the classification involved. A detailed breakdown of these charges will be supplied on request. The charge for nonstandard tests will be performed on a time-and-materials basis.

Subcontracts and Equipment Rental

The cost of services subcontracted by CGC to others, including but not limited to, chemical analysis, test borings, specialty contractors, surveyors, consultants, and equipment rental, e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus a maximum of 20%.

Other Direct Non-Salary Expenses

Other costs incurred by CGC, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; fees and special project insurance; permits and licenses; shipping charges; tolls and parking; special drafting, stenographic, or printing supplies, including outside printing of photographs, photostats, blueprints, etc., will be charged at cost plus 15%. A report reproduction fee of \$10 per copy will be invoiced. Mileage associated with the project for company-owned vehicles will be charged at 75 cents per mile. Mileage associated with employee-owned vehicles will be charged at the current IRS allowable rate (i.e., 54.5 cents per mile) plus 15% markup. Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

Payment

Invoices will be submitted monthly and will include the charges incurred during the preceding month. Payment of these invoices is due within thirty (30) days of the invoice date. Late payment may be subjected to interest charges of 1.5% per month.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal

CGC, Inc.

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE I

METHOD OF CHARGING AND PAYMENT CONDITIONS

The method of charging for CGC's services ("Services") shall be on a time and materials basis and shall be based on the Schedule of Fees and Charges in effect when the Services are performed. CGC periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify CGC thereof within fifteen (15) days from date of the invoice, give reasons for the objection and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by CGC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by CGC against Client for invoice amounts not paid, attorneys' fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

Client shall reimburse CGC for any sales, use and value-added taxes which apply to the Services. Client shall reimburse CGC for the amount of such taxes in addition to the compensation due for the Services.

In addition to the above, if payment of CGC invoices is not maintained on a thirty (30) day current basis, CGC may, by ten (10) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

ARTICLE II

CONSTRUCTION PROCEDURES

CGC, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractor's or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CGC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

ARTICLE III

RECOGNITION OF RISK

Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CGC, and that the limited data result in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

ARTICLE IV

PROFESSIONAL RESPONSIBILITY

CGC represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations to Client, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise.

ARTICLE V

LIMITATIONS OF LIABILITY

The liability of CGC, its employees, agents and subcontractors (hereinafter for purposes of this Article V referred to collectively as "CGC"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims, relating to the Services or to obligations imposed hereunder (hereinafter, "Client's Claims") shall not exceed in the aggregate:

- (1) the total sum of \$100,000 for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract;
- (2) the total sum of \$1,000,000 for Client's Claims arising out of negligence, or other causes for which CGC has any legal liability, other than as described in (1) above.

In no event shall either CGC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE VI
INDEMNIFICATION

If any claim is brought against CGC, its employees, agents or subcontractor (hereinafter for purposes of this Article VI referred to collectively as "CGC") and/or Client by a third party relating in any way to the Services, the contribution and indemnification rights and obligations of CGC and Client, subject to the limitations of liability under Article V above, shall be determined as follows:

- (1) if any negligence, breach of contract, or willful misconduct of CGC caused any damage, injury or loss claimed by the third party, then CGC and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors);
- (2) unless CGC was guilty of negligence, breach of contract, or willful misconduct which, in whole or in part, caused the damage, injury or loss asserted in the third party claim, Client shall indemnify CGC against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE VII
INSURANCE

CGC agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

ARTICLE VIII
CLIENT ACTION TO BE TAKEN

Client shall notify CGC of any known, potential or possible health or safety hazards existing on or near the project site upon which the Services are to be or are being performed. If hazardous conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to CGC prior to commencement of the Services, then, upon notification, Client and CGC shall equitably adjust the Services and compensation. If the parties are unable to agree on the adjustment, the Services shall be terminated and CGC shall be paid for the portion of the Services performed and reasonable termination charges.

Client shall correctly show, on plans to be furnished to CGC, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require CGC to investigate the location of such underground structures, then consistent with the agreed upon scope of such investigation, CGC shall be obligated to perform the investigation in accordance with reasonable standards of care. CGC shall not be responsible for damage to underground structures which occurs despite the use of such care.

Client shall give CGC prompt written notice of any suspended defect in the Services.

ARTICLE IX
FORCE MAJEURE

Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Services subject to termination for convenience or to renegotiation.

ARTICLE X
ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the Services, time schedules are only estimated schedules and are subject to revision unless specifically described as otherwise herein.

ARTICLE XI
ESTIMATED CHARGES AND PAYMENT CONDITIONS

CGC's charges are estimated only and shall not be regarded as "lump sum", "fixed price" or "guaranteed maximum" compensation unless expressly stated as such in writing.