

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2020-38**

**ACCEPTANCE OF A PROPOSAL FROM CGC INC. FOR PERFORMING TWO SOIL
BORINGS AT WELL 3 SITE**

WHEREAS, the Village of Windsor desires to construct a well house at the Well #3 site;
and

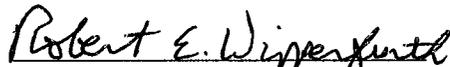
WHEREAS, additional outside services will be required to perform soil borings to
complete the structural design for the foundation; and

WHEREAS, Baxter & Woodman Engineering has recommended contracting the
additional services with CGC Inc. for \$2,180.00 as shown in an Engineer's Report dated May 12,
2020 and CGC Inc. proposal # C977.157.

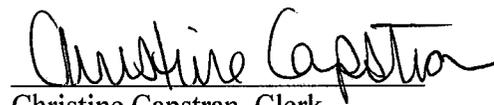
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of
Windsor that it hereby approves entering into an agreement in a form acceptable to the Village
Attorney with CGC Inc. to perform two soil borings at the Well #3 site to be paid on a time and
materials basis in an amount not to exceed \$2,180.00. The Village President, Village Attorney
and Staff are authorized to execute the agreement on behalf of the Village.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village
Board of the Village of Windsor on May21, 2020, 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 Engineer's Report of May 12, 2020
CGC Inc. Proposal # C977.157

Memo

To: Village of Windsor Public Works Committee

From: Jerry Groth, P.E.

Date: Meeting Date of May 12, 2020

Subject: Village Engineer's Report

Operations/Engineer's Report:

Attached please find a status update report for the various projects that we are working on with Windsor Public Works Department.

Commission Action is requested at this time for Items 3, 8 and 9.

1) DM and Clinton Road Project Updates

Comment: We are moving forward with preparation for construction on CTH DM and Clinton Road including Willow Street. A virtual preconstruction conference for the project will be held in the next few weeks. The contractor has not submitted a schedule yet, but has indicated that work will begin sometime in June. We have obtained all DNR and Dane County Permits and are in the process of obtaining easements for the proposed ditching from DM to Yahara River. We will post the Contractor's proposed construction schedule for this project to Village Website when it is available.

No Commission Action is requested at this time.

2) 2020 Road Improvements

Comments:

1. **Egre Road Pulverize and Overlay:** Road work on Egre Road has been substantially completed.
2. **Additional Pulverizing and Overlaying:** Pulverizing and Overlay work for Partridge Road, Heron Way and Leonard Road began on May 6th and should be completed by May 15th.
3. **Crack and Chip Seal:** A schedule for construction of chip sealing has not yet been provided.

No Commission Action is requested at this time.

3) Well No. 3 Updates

Comments: Due to a lab error, small sample amount, and COVID testing emphasis, we are still waiting for radium results from the State Lab of Hygiene. After receipt of the radium results we will submit the final production well to DNR for approval. At this time we are working on design for the well house. Bidding the final production well in a few months will push final well borehole construction back until early September. Bidding and approval of the well house will follow the construction of the final well borehole. Soil borings will be required to complete the structural design for the foundation. On March 19, 2020 we obtained soil boring costs from CGC Inc. (Cost of \$2,180) and SCS Inc. (\$3,910) for performing the borings. We recommend CGC Inc. for this work.

Commission Action is requested at this time to recommend CGC Inc. for performing two soil borings at Well No. 3 site for possible Village Board approval.

4) Windsor Road/Yahara River Bridge

Comment: We were notified by the State of Wisconsin on March 20th, that we were awarded an 80% grant to replace the Windsor Road Bridge over the Yahara River. WisDOT will be preparing a State Municipal Agreement (SMA) for the Village to sign. A third party Engineering Consultant is required to design the bridge. We will be sending out letters of interest to various Engineering Consultants after we have a signed SMA. It is anticipated that the construction of the project will occur in State Fiscal Year 2023 – or after July 1, 2022. We will be working with Village of Deforest for this bridge and for the reconstruction of Windsor Road from CTH CV to I-39/90/94.

No Commission Action is requested at this time.

5) Wastewater Surcharge Fee Assessment

Comment: We have been assessing excess fees to an industrial user who is subject to a surcharge do to the high strength of their waste discharge. While our overall sanitary sewer rates and excess wastewater fees have been sufficient to cover our costs over the past few years, we did not fare as well during the 1st Quarter of 2020. This variation is a primarily a result of how MMSD bills us for the whole quarter based on a 1 week monitoring event. This is supposed to “even out” over time, but the 1st quarter was a circumstance where our projected revenues will be short of overall expenses. We will continue to monitor this and keep you informed. One option to consider would be to add a surcharge to MMSD fees waste water fees to cover for these potential shortfalls. The City of Madison currently adds a 10% surcharge to MMSD rates for their industrial users and may be something for us to consider.

No Commission Action is requested at this time.

6) Wolf Hollow and Revere Trails Bridge

Comment: We approved shop drawings for the Wolf Hollow Bridge. Construction for the Wolf Hollow Bridge replacement is expected to start in the next few weeks. A schedule for the Revere Trails Bridge has not been provided by Custom Manufacturing yet.

No Commission Action is requested at this time.

7) Deforest Area School District Intermediate School

Comment: Earth moving and construction on the Intermediate School has begun. We approved shop drawings for the watermain and sanitary sewer materials. A virtual preconstruction conference will be held within the next few weeks for watermain, sewer and roadwork, which we will observe.

No Commission Action is requested at this time.

8) Egre Road Culvert Replacement Design and Bidding Services

Comment: We submitted a proposal to perform preliminary and final engineering plus bidding assistance to replace the Egre Road Culvert on March 25, 2020. The total not to exceed fee for the scope of services noted below is \$25,950:

1. Roadway Design
2. Drainage Structure Design
3. Hydraulic Modeling and Agency Permitting
4. Preparation of Plans, Specifications, and Bidding Documents (including survey)
5. Bidding Assistance

Commission Action is requested at this time to recommend Baxter and Woodman for the Egre Road Culvert Replacement Design and Bidding Services for possible Village Board approval.

9) DM and Clinton Road Construction Services

Comment: We prepared a proposal to perform construction services to for DM and Clinton Road on February 25, 2020. The total not to exceed fee for the scope of services noted below is \$179,500:

1. Bidding Assistance
2. Construction Administration
3. Contractor Submittal Review
4. Field Observation (1,400 hours)

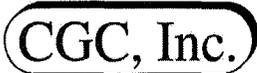
Commission Action is requested at this time to recommend Baxter and Woodman for Construction Services on DM and Clinton Road for possible Village Board approval.

Respectfully submitted,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Gerald D. Groth, P.E.



2921 Perry Street, Madison, WI 53713
608-288-4100 • FAX: 608-288-7887

Mr. Gerald D. Groth, PE
Baxter & Woodman
2005 West Beltline Highway, Suite 201
Madison, WI 53713

PROPOSAL No.: C977.157
DATE: March 19, 2020
Re: Proposal for Geotechnical Services
Proposed Well House
Village of Windsor Well No. 3
Windsor, Wisconsin

PROJECT DESCRIPTION

We understand a well house with a footprint of about 50 ft by 20 ft is planned in conjunction with the new Well No. 3 within Cradle Hill Park in Windsor Wisconsin. We assume that the well house will be a single-story, slab-on-grade structure without below-grade component.

SCOPE OF SERVICES

- Perform two Standard Penetration Test (SPT) soil borings to 15 ft below current site grades (or refusal) for a total drilling footage of 30 ft.
 - If lower-strength soils are found to extend near planned termination depths, the borings can be extended deeper at the per foot-rates indicated below.
 - The borings will be backfilled in accordance with WDNR regulations. We assume that drill cuttings can be thin-spread around the boring locations.
- Contact Diggers Hotline to mark public utilities on-site.
- Limited geotechnical laboratory testing for classification purposes.
- Prepare a geotechnical report providing recommendations regarding site preparation, foundation, floor slab and pavement design/construction. Seismic site class will also be discussed.

SPECIAL TERMS

- We assume that private utilities (not located through Diggers Hotline) are not present or will be located by the client or others. If needed, we can arrange for a private utility locate for an additional cost.
- We assume that the boring locations will be field-staked and surveyed by the client or others.
- We assume that the boring locations can be accessed with a standard truck-mounted drill rig. If the site conditions do not allow for a truck rig (e.g., due to soft/wet subgrades or winter conditions), an ATV drill rig can be used for an additional cost of \$415/day (after approval).
- Clearance of trees or brush, snowplowing or landscape repairs (including rutting) have not been included in our estimate, which are considered beyond the scope of services.

ESTIMATED COSTS (Rates per attached Schedule A)

\$2,180, estimated cost, not to exceed without your approval. Our work will be invoiced on a time-plus-expenses basis according to our current rate schedule. The estimated total includes a cost of \$1,200 for geotechnical report preparation, drilling coordination and Diggers Hotline. Additional drilling footage during same drill rig mobilization is \$18.70/ft from 0 to 20 ft and \$19.80/ft from 20 to 40 ft.

COMPLETION SCHEDULE

Upon notice to proceed, drilling can typically be scheduled within about two to three weeks, pending boring layout and Diggers Hotline clearance. Drilling can likely be completed within one day. The geotechnical report can typically be completed within two weeks after the field work is finished, with verbal recommendations and draft 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: 5-21-20
By: Robert E. Wijperjuth
Title: Village President

Submitted by: TFG Date: March 19, 2020
CGC, Inc. _____
By: Tim F. Gassenheimer
Title: Staff Engineer

Please return one signed copy

**2020 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	50 00
Level D	56 00
Level E	63 00
Clerical	46 00
Staff Engineer	70 00
Senior Staff Engineer or Geologist	77 00
Senior Technician	77 00
Project Engr /Manager or Geologist	86 00
Consulting Professional	96 00
Lab/Field/Office Supervisor	107 00
Senior Consulting Professional	122 00
Principal/Consulting Professional	132 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 (or holding not testing)	\$ 13 00/cylinder*
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	\$ 100 00/day
2 Generator	100 00/day
3 Pavement Saw	100 00/day
4 Hammer Drill	50 00/day
5 Concrete Field Equipment	10 00/day
6 Fire Proofing Bond Test	10 00/each
7 Swiss Hammer	50 00/day
8 Windsor Probe	
a Equipment Rental	**
b Test Probes	75 00/set of 3
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 \$15 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., 57.5 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.