

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2022-07**

**APPROVAL OF A CONTRACT WITH CGC, INC FOR SOIL BORINGS FOR THE BEAR TREE FARMS  
ELEVATED TANK**

**WHEREAS**, the Village of Windsor has contracted with Baxter & Woodman Consulting Engineers for construction management services for the Bear Tree Farms Elevated Tank project; and

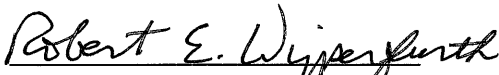
**WHEREAS**, the Village Engineer, Public Works Director, and Public Works Committee have reviewed, and recommend approval of a proposal from CGC, Inc., attached hereto, to perform soil borings for the proposed elevated tank in the Bear Tree Farms subdivision in the amount not to exceed \$3,840.00; and

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby approves proposal C977.821 from CGC, Inc. in the amount not to exceed \$3,840.00.


The Village President, Village Attorney and Staff are authorized to execute the proposal on behalf of the Village.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on January 6, 2022, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**

  
Christine Capstran, Village Clerk

**Incorporated by Reference:**

Proposal C977.821 – CGC, Inc.



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

Mr. Gerald Groth  
Baxter & Woodman  
2005 W. Beltline Hwy #201  
Madison, WI 53713

**PROPOSAL C977.821**  
**DATE:** November 12, 2021  
**Re: Proposal for Geotechnical Services**  
Proposed Water Tower  
Windsor, WI

**PROJECT DESCRIPTION**

We understand that a water tower will be constructed near the north end of the Bear Tree residential development in Windsor, Wisconsin.

**SCOPE OF SERVICES**

- Three (3) Standard Penetration Test (SPT) soil borings to a planned depth of 25 ft at the planned water tower location for a total footage of 75 ft. The borings will be backfilled in accordance with WDNR regulations. We assume drill cuttings can be thin-spread around the boreholes. If auger refusal is encountered within 20 ft from the ground surface, a rock core run of 10 ft will be required in one of the borings.
- Contact Diggers Hotline.
- Coordinate drilling. Borings will be staked in the field by Baxter & Woodman personnel.
- Lab work allowance: six (6) natural moistures, as needed.
- Prepare a report providing geotechnical recommendations regarding site preparation, foundation, floor slab and pavement design/construction. Seismic site class will be provided.

**SPECIAL TERMS**

- We assume that the site will require an ATV drill rig.
- Clearance of snow, trees or brush or landscape repairs (including rutting) have not been included in our estimate, which are considered beyond the scope of services.
- We assume that private utilities (utilities not located through Diggers Hotline, such as electric for site lighting, and sanitary laterals, etc.) will be located by the client. If needed, CGC can contract with a private utility locator to mark private utilities for an additional cost.

**ESTIMATED COSTS (Rates per attached Schedule A)**

**\$3,840**, estimated cost, not to exceed without your approval. Our work will be invoiced according to our current rate schedule. The above estimate includes the following tasks: drilling coordination and geotechnical report: \$1,600; drilling footage: \$18.70/ft from 0 to 20 ft, \$19.80/ft from 20 to 40 ft; If rock coring is required: set-up charge of \$330 per borehole, plus temporary casing at \$7.20/ft, coring footage at \$65/ft and core boxes at \$30/each. Note, the rock coring is **not** included in the base estimated cost.

**COMPLETION SCHEDULE**

Upon notice to proceed, drilling can typically be scheduled within about four to six weeks, pending boring layout, Diggers Hotline clearance and weather. Drilling is expected to require about one day to complete. The geotechnical report can typically be completed within about 10 to 14 days after drilling is finished, with verbal recommendations and draft boring logs available a few days 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: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Submitted by: BSM Date: : November 12, 2021

CGC, Inc. By: Brian S. McIlwaine

Brian S. McIlwaine, E.I.T.

Title: Senior Staff Engineer

Please return one copy for our records

**2021 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 .....	51.00
Level D .....	57.00
Level E .....	64.00
Clerical .....	47.00
Staff Engineer .....	71.00
Senior Staff Engineer or Geologist .....	78.00
Senior Technician .....	78.00
Project Engr./Manager or Geologist .....	87.00
Senior Technician II .....	87.00
Certified Weld Inspector .....	91.00
Consulting Professional .....	97.00
Lab/Field/Office Supervisor .....	108.00
Senior Consulting Professional .....	125.00
Principal/Consulting Professional .....	135.00

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 .....	\$ 13.00/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 .....	\$ 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 .....	950.00 est.
19. Maturity Meter Temperature Probes .....	85.00/each
20. Traffic Control Signs .....	150.00/day
21. Asphalt/Concrete Patch .....	25.00/each
22. Grout Sample Box .....	7.00/each
* This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.	
Discounted rate may 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., 56.0 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**

*MWS*  
12/28/21

**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.~~

Refer to attached insurance certificates

MJS 12/28/21

**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.~~

*MMS 12/23/21*

**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.~~ based on a time and materials basis, but not to exceed a maximum of \$3,840.

*MMS 1/12/21*