

Consulting Services Contract
City of Waukesha – Giles Engineering Associates, Inc.
Project Name: Construction Observation and Materials Testing Waukesha City Hall and Skywalk

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Giles Engineering Associates, Inc., N8 W22350 Johnson Drive, Suite A1, Waukesha, WI 53186, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the following Project:

Construction Observation and Materials Testing Waukesha City Hall and Skywalk

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the Scope of Work stated in the RFP and the Consultant's responsive Proposal, as modified by the Parties, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant the hourly wages in the attached proposal for performance of the Work in compliance with the terms and conditions of this Contract, but not to exceed in any event \$32,750.00. Consultant shall invoice the City, monthly. No more than 90% of the total amount due shall be payable before Consultant's Work is complete and accepted by the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than June 30, 2021, subject only to delays for circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.

8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Excess liability-umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
 - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Katie Jelacic, P. E.
 City of Waukesha
 Public Works Engineering Division
 130 Delafield Street
 Waukesha WI 53188

To Consultant: Attention Steven P. Homar, P.E.
Materials Testing Division Manager
Giles Engineering Associates, Inc.
N8 W22350 Johnson Drive, Suite A1
Waukesha, WI 53186

16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.
24. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.

- 25. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability.
- 26. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
- 27. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Gina L. Kozlik, City Clerk
Date:_____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance
Date:_____

Giles Engineering Associates, Inc.

By (print name)_____
Title:_____
Date:_____

By (print name)_____
Title:_____
Date:_____

SCHEDULE A

SCOPE OF SERVICES



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Dallas, TX
- Los Angeles, CA
- Manassas, VA
- Milwaukee, WI

August 20, 2019

City of Waukesha
201 Delafield Street
Waukesha, WI 53186

Attention: Ms. Katie Jelacic, P.E.
Project Engineer

Subject: Proposal For
Construction Materials Engineering Services
Waukesha City Hall Addition and Skywalk
Waukesha, Wisconsin
Proposal No. 1MP-1908059

Dear Ms. Jelacic:

In accordance with our telephone conversation and your request for proposal (RFP), we are pleased to submit herein our proposal for construction observation and materials testing services for the above referenced project. In general, the purpose of the services provided by this proposal will be to assess whether the construction observed and materials tested are in compliance with the project specifications.

We were the first geotechnical/materials testing firm in Wisconsin to meet **ASTM C1077 (concrete), D3740 (soil), and E329 (testing laboratory)** standard practices. We have been inspected by the Cement and Concrete Reference Laboratory (CCRL) and the AASTHO Materials Reference Laboratory (AMRL), and accredited by AASHTO for concrete testing, concrete aggregate, and soil testing. We also participate in the AMRL and CCRL sample proficiency testing programs for soil, aggregate, and concrete.

We have one of the largest Construction Materials Testing (CMT) divisions in Southeast Wisconsin, with 25 employees during the construction season. We also have a staff of 60 people, including 4 Professional Engineers, in our Waukesha office to provide support to our CMT division.

Please visit our website for more information regarding our firm, <http://www.gilesenr.com>.

PROJECT DESCRIPTION

We understand that the above referenced project is located at 201 Delafield Street in Waukesha, Wisconsin, and will consist of a new 73,000 square foot building and skywalk over North Street. A geotechnical engineering analysis has been performed by our firm for this project (Report No. 1G-1809019, dated October 24, 2018).

SCOPE OF SERVICES

The purpose of the construction observation and materials testing services provided by this proposal will be to document whether the materials tested and construction procedures observed are in general accordance with the project specifications. We understand that the construction (observation and materials testing) services for this project are to be provided on an intermittent (or spot-check)

basis as scheduled by our client. Therefore, it is the responsibility of the client or their representative to notify us in a timely manner when testing is required.

Construction observation and materials testing services to be provided will include, but are not limited to, the equivalent of Special Inspection of the following items:

- ◆ Concrete Reinforcement
- ◆ Embedded Anchor Bolts
- ◆ Welded Precast Connections
- ◆ Masonry
- ◆ Welded Structural Steel
- ◆ High-Strength Bolting
- ◆ Spray-Applied Fireproofing
- ◆ Fireproofing
- ◆ Fill Subgrade Preparation
- ◆ Glazed Aluminum Curtain Wall (to be performed by a specialty subcontractor)

As noted above, we would provide the equivalent of Special Inspection services. The State of Wisconsin has deleted the relevant sections of the International Building Codes that refer to Special Inspection of the above items; on past projects with similar requirements we have provided equivalent services with experienced senior personnel.

METHOD OF PERFORMANCE

We propose to provide experienced personnel (technicians, geologists and/or engineers) whose principle duties will be to observe and test construction procedures and materials, respectively, to determine if they are in accordance with the project specifications within the limits of our authorized and accepted scope of services. These individuals are trained and experienced in field observation and testing, and have proven capabilities on previous projects. Project set-up and staffing will be the responsibility of the division manager. The division manager, a graduate engineer and registered professional engineer, will also observe the project's progress, review all test results and field reports, and provide consultation services, as required, during the project for the quality assurance of our services. In addition, our geotechnical and environmental staff and resources will be available for assistance and consultation during the construction of your project. During the routine performance of our duties, we will inform the designated party or parties (i.e., contractors and/or owner's representatives) of work that does not meet specifications and provide assistance to find a solution to the problem.

The purpose of our field representative at the site will be for providing observation and testing of the contractor's services and construction materials as outlined in the scope of services. It does not include any superintending, supervising, control or direction of services or workmanship. The contractors for this project should be so advised that neither the presence of our field representative nor the observation and testing by our firm shall excuse them in any way for defects in their services or workmanship. In addition, we understand that our firm will not be responsible for safety on this project.

The purpose of our involvement on the project site is to provide guidance testing and observation to the contractors to assist them in meeting their requirements; however, our presence on the site does

not make us responsible for those requirements or for the project specifications. Locations and elevations used by us will be based upon controls provided by others.

The term observation implies only that our personnel will observe the progress of the services within the agreed scope of services and perform tests to develop an opinion whether the services comply with the project specifications. Unless otherwise noted, the accuracy of locations and elevations we document will be based on "pacing" and "hand-level" methods.

We will not be responsible for the locations and elevations of project involvements (e.g. building corners, final elevations, foundation excavation limits, fill placement, etc.). They will be the responsibility of the contractor or owner.

DEGREE OF CERTAINTY OF COMPLIANCE

With any manufactured product, there are statistical variations in its uniformity and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the project requirements. Therefore, our proposal to observe and test the work for compliance means only that we will perform our services in such a manner as to have reasonable certainty that the construction observed complies with the project requirements.

The degree of certainty is much greater with full-time observation and testing than it is with intermittent observation and testing.

Where full-time observation is not provided, the client/owner is herewith advised that there is an increased risk that the work and/or workmanship performed by the contractor may not meet the project specifications and thereby may not perform within the desired/required expectations.

REPORTS

Written daily field reports summarizing observations, field-testing and conclusions with respect to the project specifications (along with materials testing performance suitability) will be provided throughout the project.

PROPOSED FEES

We propose to provide experienced personnel to perform the necessary construction observation and materials testing services in accordance with the project specifications and as directed by our client. Services will be performed on an intermittent basis from our Waukesha office/laboratory. Services will be provided on a unit price basis in accordance with the attached Schedule of Standard Fees and General Notes. Copies of the Schedule of Standard Fees, General Comments and General Conditions are enclosed herewith and incorporated by attachment into this proposed agreement.

Our fee for the performance of the construction observation and testing services outlined in this proposal will be on the order of **\$25,000.00** to **\$35,000.00**; we recognize this is a relatively wide range, as preliminary construction schedule was not available at the time this proposal was prepared. We would be happy to review the general contractor's construction schedule once it becomes available and provide a revised estimate using the proposed unit rates enclosed. The final

City Hall Addition and Skywalk
Waukesha, Wisconsin
Proposal No. 1MP-1908059
Page 4 of 4



fee will be dependent on the actual number of tests performed, observation time and engineering evaluation/consultation time and may therefore be altered from the estimate indicated herein, whether higher or lower than estimated. Observation of work which requires retesting is not part of original scope of services and is subject to additional charges. Fees for such services can be tracked to allow you to back-charge another party.

CLOSURE

We will proceed with the work upon receipt of written authorization. Please acknowledge receipt and acceptance of this agreement by signing and returning one copy for our files. Thank you for the opportunity to offer our services on this project. We look forward to working with you during the construction phase of your project. Should you have any questions concerning this proposal or other matters, please feel free to call on us at any time.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

Handwritten signature of Angela A. Anderson in blue ink.

Angela A. Anderson
Assistant CMT Division Manager
aanderson@gilesengr.com

Handwritten signature of David P. Drow (NC) in blue ink.

David P. Drow
Business Development
ddrow@gilesengr.com

Handwritten signature of Steven P. Homar, P.E. in blue ink.

Steven P. Homar, P.E.
Materials Testing Division Manager
shomar@gilesengr.com

Enclosures: Breakdown of Proposed Fees
Schedule of Standard Fees; Schedule K
General Conditions

Distribution: City of Waukesha
Attn: Ms. Katie Jelacic, P.E. (1 via email: KJELACIC@waukesha-wi.gov)

ACCEPTED: CITY OF WAUKESHA

BY: _____
(Signature) (Printed Name)

TITLE: _____ DATE: _____

BREAKDOWN OF PROPOSED FEES
 Proposed City Hall Addition and Skywalk
 Waukesha, Wisconsin
 Proposal No. 1MP-1908059



GILES
 ENGINEERING ASSOCIATES, INC.

SERVICES DESCRIBED	ESTIMATED QUANTITY	UNIT RATE	ESTIMATED COST
FIELD SERVICES			
Senior Field Technician^{†*} <ul style="list-style-type: none"> Concrete Reinforcement (periodic) Embedded Anchor Bolts (continuous) Welded Precast Connections (periodic) Masonry (continuous) Welded Structural Steel (periodic) High-Strength Bolting (periodic) Spray-Applied Fireproofing (periodic) Fireproofing (periodic) Fill Subgrade Preparation (periodic) 	70 Days at an average of 5 hours per day	\$55.00/hour	\$19,250.00
Senior Field Technician* <ul style="list-style-type: none"> AAMA 502, 2 visits AAMA 501.2, 1 visit 	Lump Sum	\$9,000.00	\$9,000.00
Transportation (trip cost) Includes vehicle use and mileage from portal to portal.	70 Trips	\$0.00/each	\$0.00
Total Estimated Fee for Field Services			\$28,250.00
ENGINEERING SERVICES			
Department Manager Field consultation (by request), reports and report review by P.E., and project and contract administration.	45 Hours	\$100.00/Hour	\$4,500.00
Total Estimated Fee for Engineering Services			\$4,500.00
TOTAL ESTIMATED PROJECT COST FOR CMT SERVICES			\$32,750.00

[†]Senior Field Technician to fill role of Special Inspector (refer to proposal text)

*Lift to be provided by others as needed

NOTE: We would be happy to review the general contractor's construction schedule once it becomes available and provide a revised estimate using the proposed unit rates above.



SCHEDULE OF STANDARD FEES - **Schedule K**
FOR CONSTRUCTION MATERIALS ENGINEERING,
MONITORING AND TESTING SERVICES
EFFECTIVE July 1, 2018
City Hall Addition and Skywalk
Waukesha, Wisconsin
Proposal No. 1MP-1908059
Page 1 of 4

I. CONSULTING ENGINEERING SERVICES

Contract administration, report review and preparation, field and laboratory engineering and consultation.

Principal of Firm.....	\$120.00/HR
Technical Consultant.....	\$110.00/HR
Senior Professional.....	\$110.00/HR
Branch Manager.....	\$110.00/HR
Department Manager.....	\$100.00/HR
Project Professional II.....	\$90.00/HR
Project Professional I.....	\$75.00/HR
Staff Engineer.....	\$65.00/HR
Laboratory Supervisor.....	\$65.00/HR

II. FIELD MONITORING AND TESTING SERVICES

Construction monitoring and testing as requested by owner, engineer, or contractor, fee based on level of monitoring service required, and personnel availability, portal to portal.

Field Engineer.....	\$60.00/HR
Senior Field Technician.....	\$55.00/HR
WisDOT Technician.....	\$55.00/HR
Associate Field Technician.....	\$50.00/HR
Field Technician.....	\$45.00/HR

III. FIELD SUPPORT EQUIPMENT

Concrete/Asphalt Coring (3 hr minimum).....	\$100.00/HR
Concrete/Masonry Imaging (\$425.00 minimum).....	\$170.00/HR
Survey Equipment.....	\$100.00/DAY
Photoionization Meter Calibrated to Benzene.....	\$125.00/DAY
Concrete Cylinder Molds.....	\$1.50/EA
CIPPOC Mold.....	\$35.00/EA
Maturity Probe.....	\$45.00/EA
Concrete Cure Box Rental – Monthly.....	\$50.00/MO
Concrete Cure Box Rental – Weekly.....	\$15.00/WK
Concrete Cure Box Rental – Overnight.....	\$5.00/NT
Concrete Cure Box – Replacement Value.....	\$125.00/EA
F-Meter.....	\$50.00/DAY
Rebar Locator.....	\$75.00/DAY

IV. SOIL LABORATORY TESTING SERVICES

A) Soil Preparation	
1. Extrude/Prepare Tube Soil Sample.....	\$25.00/EA
2. Preparation of Remolded Soil Specimen.....	\$60.00/EA
3. Preparation of Rock Core Samples.....	\$20.00/EA
B) Identification and Physical Properties	
1. Visual Classification by Geotechnical Professional.....	\$10.00/EA
2. Moisture Content of Soil (ASTM D 2216).....	\$10.00/EA
3. Unit Weight of Undisturbed Soil Sample.....	\$20.00/EA



4.	Unit Weight of Undisturbed Soil Sample, Paraffin Coated.....	\$45.00/EA
5.	Organic Content by Combustion (Loss-on-Ignition) (ASTM D 2974)	\$65.00/EA
6.	pH Determination by Meter or Litmus Paper	\$20.00/EA
7.	Atterberg Limits (ASTM D 4318).....	\$80.00/EA
8.	Liquid Limit (ASTM D 4318).....	\$40.00/EA
9.	Plastic Limit(ASTM D 4318).....	\$40.00/EA
10.	Shrinkage Limit	Upon Request
11.	Soil Specific Gravity (ASTM D 854)	\$125.00/EA
12.	Sieve Analysis (ASTM C 136).....	\$55.00/EA
13.	Sieve Analysis with Material Passing No. 200 Sieve (ASTM C 136 / C 117).....	\$65.00/EA
14.	Hydrometer Analysis	\$80.00/EA
15.	Sieve and Hydrometer Analysis (ASTM D 7928).....	\$120.00/EA
16.	Material Passing #200 Sieve, No Curve (ASTM D 1140).....	\$45.00/EA
17.	Permeability-Flexible Wall Permeameter (ASTM D 5084).....	\$250.00/EA
18.	Permeability-Reactive, Corrosive or Hazardous Fluid-Additional	\$150.00/EA
19.	Standard Proctor (ASTM D 698).....	\$140.00/EA
20.	Modified Proctor (ASTM D 1557).....	\$140.00/EA
21.	CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D 1883).....	\$200.00/EA
22.	Engineering Soil Classification (ASTM D 2487)	\$90.00/EA
C)	Strength and Compressibility	
1.	Unconfined Compression Without Controlled Strain-SPT Soil Sample.....	\$5.00/EA
2.	Unconfined Compression Calibrated Penetrometer Resistance	\$5.00/EA
3.	Unconfined Compression Controlled Strain with Curve (ASTM D 2166)	\$70.00/EA
4.	Unconfined Compression Controlled Strain, No Curve	\$45.00/EA
5.	Unconfined Compression Without Controlled Strain-Rock.....	\$50.00/EA
6.	Soil Vane-Shear, Torvane (Avg. of 3).....	\$5.00/EA
7.	Triaxial, Unconsolidated-Undrained (ASTM D 2850).....	\$625.00/EA
8.	Triaxial, Consolidated-Undrained (ASTM D 4767)	\$775.00/EA
9.	Triaxial, Consolidated-Drained.....	\$850.00/EA
10.	Direct Shear (Including 3 Points)-Soil (ASTM D 3080).....	\$265.00/EA
11.	Consolidation-Conventional 16 tsf max, 8 Incr. & 4 Rebound, Stress/Strain Plot....	\$350.00/EA
12.	Consolidation, Additional Load Increments and Rebound Points.....	\$35.00/EA
13.	Consolidation, Additional Calculations by Request	\$90.00/HR
14.	Consolidation, Single Point.....	\$55.00/EA
15.	Consolidation, Collapse (Metastable Soil) (ASTM D 5333).....	\$275.00/EA
16.	Swelling Percent and Pressure of Expansive Soils	\$275.00/EA
17.	EI (Expansion Index) Test of Expansive Soils (ASTM D 4829).....	\$170.00/EA

V. MATERIAL LABORATORY TESTING SERVICES

<u>Aggregates</u>	
Aggregate Unit Weight (ASTM 29)	\$60.00/EA
Aggregate Quality Analysis (ASTM C 33)	Upon Request
Aggregate Organic Impurities (ASTM C 40).....	\$100.00/EA
Aggregate Soundness (ASTM C 88).....	\$225.00/EA
Aggregate Material Finer Than No. 200 (ASTM C 117).....	\$60.00/EA
Coal & Lignite (ASTM C 123)	\$225.00/EA
Chert by Heavy Liquid (ASTM C 123)	\$225.00/EA
Aggregate Specific Gravity/Absorption (ASTM C 127 / C 128).....	\$120.00/EA
Los Angeles Abrasion (ASTM C 131 / C 535).....	\$225.00/EA
Aggregate Moisture Content (ASTM D 566)	\$10.00/EA
Aggregate Sieve Analysis (ASTM C 136)	\$60.00/EA
Aggregate Fineness Modulus.....	\$20.00/EA
Clay Lumps/Friable Particles (ASTM C 142).....	\$160.00/EA
Aggregate Scratch/Hardness Test (ASTM C 851)	\$65.00/EA
Fractured Face Count.....	\$75.00/EA
Flat and Elongated Pieces.....	\$75.00/EA
Potential Alkali Reactivity of Aggregates (ASTM C 1260).....	Upon Request



Concrete

Concrete Compressive Strength, Cylinder Cast by Giles (ASTM C 39)	\$12.00/EA
Concrete Compressive Strength, Cylinder Cast by Others (ASTM C 39)	\$15.00/EA
Concrete Flexural Strength, Beam (ASTM C 78)	\$50.00/EA
Concrete Unit Weight (ASTM C 642)	\$15.00/EA
Concrete Mix Design (ACI 214) with Aggregate Quality Analysis	Upon Request
Potential Alkali-Silica Reactivity of Aggregate and Cementitious Materials (ASTM C 1567)	Upon Request
Splitting Tensile Strength (ASTM C 496)	\$35.00/EA
Modulus of Elasticity and Poisson's Ratio (ASTM C 469)	Upon Request
Concrete Slab Moisture Emission by Calcium Chloride (ASTM F 1869)	Upon Request
Concrete Slab Relative Humidity (ASTM F 2170)	Upon Request
Concrete Shrinkage, up to 16 weeks (ASTM C 157)	\$395.00/EA
Concrete Shrinkage, additional readings after 16 weeks, including report	\$25.00/EA
Windsor Probe Test Equipment (ASTM C 803)	\$100.00/DAY
Windsor Probes (Set of 3)	\$40.00/EA
Rebound Hammer (ASTM C 805)	Upon Request
Estimating Concrete Strength by Maturity Method (ASTM C 1074)	Upon Request
Freeze-Thaw Testing, Set of 3 (ASTM C 666)	\$1,200.00/SET
Cast-In-Place Pop-Out Cylinder (CIPPOC) Compressive Strength	\$40.00/EA

Masonry

Grout Compressive Strength (ASTM C 39)	\$25.00/EA
Hollow-Load Bearing Unit Quality Analysis (ASTM C 90)	Upon Request
Solid Load Bearing Unit Quality Analysis (ASTM C 145)	Upon Request
Mortar Compressive Strength (ASTM C 109 / C 780)	\$20.00/EA
CMU Compressive Strength (ASTM C 140)	\$40.00/EA
CMU Moisture, Unit Weight and Absorption (ASTM C 140)	\$40.00/EA
Mortar Mix Strength Verification (ASTM C 270)	\$500.00/EA
Mortar Splitting Tensile Strength (ASTM C 780)	\$40.00/EA
CMU Prism Test (ASTM C 1388)	\$100.00/EA
Masonry Freeze-Thaw Testing (ASTM C 1262), up to 40 cycles	\$650.00/SET
Masonry Freeze-Thaw Testing, each additional 30 cycles or fraction thereof beyond 40	\$25.00/SET
Windsor Pin Testing of In-Place Mortar Strength	Upon Request
Mortar Aggregate Ratio Test	\$75.00/EA
Mortar Water Content Test	\$75.00/EA
CMU f'm Calculation (must be performed in conjunction with other tests)	\$10.00/EA
CMU Fire Rating (must be performed in conjunction with other tests)	\$15.00/EA

Asphalt

Bulk Specific Gravity/Density (ASTM D 2726)	\$30.00/EA
Maximum Specific Gravity (ASTM D 2041)	\$90.00/EA
Marshall Stability and Flow (ASTM D 1559, historical)	\$50.00/EA
Extraction-Bitumen Content and Gradation (ASTM D 2172 / D 5444)	\$140.00/EA
Sample Preparation and Molding Specimens	\$95.00/EA
Asphalt Core Thickness (ASTM C 174)	\$10.00/EA

Concrete Cores

Concrete Core Thickness (ASTM C 1542)	\$10.00/EA
Concrete Core Compressive Strength (ASTM C 42)	\$40.00/EA
Concrete Core Unit Weight (ASTM C 642)	\$20.00/EA
Concrete Core Absorption/Specific Gravity (ASTM C 642)	\$90.00/EA
Concrete Core Petrographic Analysis (ASTM C 856) &/or Air Content (ASTM C 457)	Upon Request
Rapid Water-Soluble Chloride Content, sample collection not included	\$55.00/EA
Rapid Chloride Permeability	Upon Request
Concrete Core Depth of Carbonation	\$15.00/EA
Sawcut or Face Cut for Smoothness	\$5.00/EA
Concrete Absorption (ASTM C 642, Boiling Method)	\$120.00/EA



Soil Cement/Soil-Lime Mixtures

Soil-Lime Moisture Density (ASTM D 558).....	\$150.00/EA
Soil-Lime Bearing Ratio-CBR (ASTM D 2668).....	\$225.00/EA
Soil-Lime Compressive Strength (ASTM D 1633).....	\$40.00/EA
Soil-Lime Flexural Strength (ASTM D 2668).....	\$70.00/EA
Soil-Lime Freeze/Thaw (ASTM D 560)	Upon Request
Soil-Lime Wet/Dry (ASTM D 559).....	Upon Request
Soil-Lime Preparation/Molding Specimens	\$75.00/EA
Optimum Lime Content of Soil-Lime Mixture (Eades & Grimm Method).....	\$200.00/EA

Structural Steel Inspection

Certified Welding Inspector	\$75.00/HR
Certified Associate Welding Inspector.....	\$60.00/HR
Magnetic Particle Powder.....	\$15.00/CAN
Magna Flux Unit.....	\$50.00/DAY
Liquid Penetrant Material.....	\$50.00/QT
Ultrasonic Technician	Upon Request
Ultrasonic Test Equipment	\$125.00/DAY
Calibrated Bolt Torque Wrench	\$20.00/DAY
Skidmore-Wilhelm Equipment	Upon Request
Sprayed Fireproofing Cohesion/Adhesion Materials.....	\$25.00/TEST
Sprayed Fireproofing Density (ASTM E 605)	\$75.00/EA

Report Preparation, Review, Engineering Analysis & Consultation

Laboratory Manager	\$65.00/HR
Laboratory Technician	\$35.00/HR

Miscellaneous – additional requested testing, or testing on samples for which no specimens are cast

Field Concrete Slump (ASTM C 143).....	\$10.00/EA
Field Concrete Air Content (ASTM C 173 / C 231)	\$15.00/EA
Field Concrete Unit Weight (ASTM C 138)	\$15.00/EA

VI. GENERAL COMMENTS

Normal construction monitoring services workday 7:00 a.m. to 5:00 p.m. Overtime rates (150%) applicable for services performed outside of these hours, within these hours if time exceeds eight working hours, and on Saturdays, Sundays, and Holidays. Minimum monitoring fee is 3 hours per trip. Construction services time charged portal to portal. Vehicle travel will be charged at 60¢ per mile unless a Trip Charge unit rate is included with our proposal. Other modes of transportation will be charged at cost plus 10%. Cost per mile subject to increase if price of gasoline exceeds \$3.50 per gallon.

Waiver of Subrogation, if required, will be an additional fee dependent on the overall project cost.

Department Manager for contract administration, report preparation and review, scheduling and consultation will be charged to all reports at a typical rate of a ½ hour for less than 4 hours per day and ¾ hour per day for more than 4 hours per day. Direct non-salary expenses for engineering and technical personnel charged at cost plus 15%. Fees for required use of web-based invoice submittal and project management systems will be charged at cost plus 15% and may require additional administrative charges.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of the invoice. Invoices remaining unpaid beyond 30 days accrue interest at 1½% for each month of delinquency or at the maximum rate allowed at law. Reasonable attorney fees incurred to collect overdue invoices are reimbursable at cost. Lawsuits required to collect overdue invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.



SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractor’s pollution liability coverage of \$2,000,000.00 for each pollution incident, with an annual aggregate limit of \$2,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.



SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.