



1319 Sassafras Street
Erie, PA 16501
814.453.5702

August 9, 2017

Warren County School District
6820 Market Street
Russell, PA 16345-3406

Attn: Norbert J. Kennerknecht, Ph.D.
Director of Building & Grounds Services

Re: Construction Support Services
Proposed Pavement Repair and Maintenance
Various Sites - Warren, Sheffield, Youngsville, and Russell
Warren County School District, Pennsylvania
Urban RFP No. 2017.234

Dear Norbert:

As requested, we are pleased to submit this proposal to perform field and laboratory services for the proposed pavement repair and maintenance project. The proposed project will involve selective repair, maintenance, and replacement of existing asphalt paved areas, minor concrete curb and pad work, drain inlet replacement, finish grading, lawn restoration, and new pavement markings. We expect the following items are those observations and testing that may be required during the construction.

Construction Field Testing & Observation

1. Cast-in-Place Concrete

Provide an ACI Concrete Field Technician to review reinforcement installation, monitor concrete, and grout placement operations, fabricate required test specimens for concrete, grout and mortar, and perform on-site observation of concrete placement and measurement of slump, air content, and temperature, as required, portal-to-portal, our office:

ACI Field Technician	\$65.00/hour
Retrieval of Specimens on Non-production Days	\$55.00/hour



2. Storm Utility Drainage Installation Observation

Senior Field Technician to observe and document installation of storm utility drainage, and to observe subgrades and proofrolling of subgrades.

Senior Field Technician \$70.00/hour

3. Earthwork and Pavement Construction Testing and Observation

Field Technician to monitor and test the placement and compaction of soil and pavement materials, portal-to-portal, our office:

Field Technician \$55.00/hour

Nuclear Gauge, fixed fee, per day \$55.00/day

4. In-place Pavement Sampling

Provide a Field Technician crew to obtain pavement cores from in-place asphalt pavement, portal-to-portal, our office:

2 Person Field Technician Crew \$125.00/hour

Coring Machine and Portable Generator, fixed fee, per day \$175.00/day

Core Bit and Patching Costs \$100.00/sample

5. Overtime

More than 8 hrs./day, or Anytime Saturday & Sunday 1.5 x hourly rate

6. Special Inspection Report Review

Professional Engineer \$140.00/hour

7. Travel

Mileage \$0.60/mile

Laboratory Testing, (as required)

1. Concrete Strength Determinations:

Includes molds, curing, breaking and reporting

Concrete Cylinders, (ASTM C-39) \$15.00/each

2. Asphalt Pavement Materials

Core Thickness Determination, ASTM D-3490 \$10.00/each

Check Bituminous Mix Compliance (Extraction and Sieve) \$180.00/each

Disposal of Chemicals \$10.00/each

3. Standard Proctor, with Sieve

ASTM D-698 \$165.00/each



4. Sieve & Wash Tests for Granular Materials

ASTM C-136

\$55.00/each

To schedule the services outlined above, contact Mr. Jeremy Hull at our office. We ask that requests for field technicians be made at least one working day in advance for scheduling purposes.

Requests for Saturday or Sunday work must be made by noon of the preceding Thursday.

Please acknowledge acceptance of this proposal and the attached General Conditions by signing below and returning same to this office.

Thank you for the opportunity to quote on this work. We look forward to your valued order.

Very truly yours,

URBAN ENGINEERS, INC.

George H. Willis, P.E.
Senior Vice President

GHW:DGM:pan

Enclosure

ACCEPTANCE

Signature

Date

Name

Title

Corporate Name

Phone

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Urban Engineers (hereinafter referred to as ("Urban")) shall include said company, or its particular division, subsidiary or affiliate performing the work. "Work" means the specific Geotechnical analytical, testing or other service to be performed by Urban as set forth in Urban's proposal; the client's acceptance thereof, and these General Conditions. "Client" refers to the person or entity ordering the work to be done by Urban. If the client is ordering the work on behalf of another person or entity, the client represents and warrants that it is a duly authorized agent of that person or entity for the purpose of ordering and directing the work. Unless otherwise stated in writing, for a separate consideration, the client assumes sole responsibility for determining whether the nature and quantity of the work ordered by the client is sufficient for the client's intended purpose. The client shall communicate these "General Conditions" to each and every third party to whom the client transmits any part of Urban's work. Nothing contained in this Agreement shall be deemed to create any contractual relationship with, or to create a right of action of any nature, in favor of, any third party not a party hereto. Further, it is the express intent of the parties that the work performed under this Agreement is solely for the benefit of the Client and is not to be relied upon by any third party unless the third party enters into a separate agreement with Urban and agrees to the terms and conditions herein. The ordering of work from Urban constitutes acceptance of Urban's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by Urban or others to be timely performed in accordance with the plans, specifications and contract documents and Urban's recommendations. No claims for loss, damage or injury shall be brought against Urban by client or any third party unless all tests and inspections have been so performed and unless Urban's recommendations have been followed. Client agrees to remedy, defend and hold Urban, its officers, employees and agents harmless from any and all claims, losses, costs, and expenses, including, but not limited to, court costs and reasonable attorneys' fees in the event that all such tests and inspections are not so performed or Urban's recommendations are not so followed, except to the extent that such failure is the result of the negligence, willful or wanton act or omission of Urban, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Urban's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional fashion by Urban personnel at the prices quoted. If Urban is required to delay commencement of the work or if, upon embarking upon its work, Urban is required to stop or interrupt the progress of its work as a result of changes in the scope of work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Urban, additional charges will be applicable and payable by the client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Urban to perform the work. Urban shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Urban has not included in its fee the cost of restoration of damage which may occur. If client desires Urban to restore the site to its former condition, upon written request, Urban will perform such additional work as is necessary to do so and client agrees to pay to Urban the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised Urban of any known or suspected hazardous materials, utility lines and pollutants at the site which Urban is to do work hereunder; and unless Urban has assumed in writing the responsibility for locating subsurface objects, structures, lines or conduits of any nature, client agrees to defend, indemnify and save harmless Urban from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to Urban's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to by Urban by client.

6. RESPONSIBILITY: It is understood that the Engineer is not responsible for construction of the Project, and that the Engineer is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, programs or enforcement, or for construction means, methods, techniques, sequences, and procedures employed by the Client, their agents, subcontractors, officers, employees or persons acting on their behalf. Other parties shall be solely responsible for the construction means, methods, techniques, sequence or procedures for all safety precautions and programs in connection with the work, compliance with OSHA regulations, and for the acts or omissions of themselves, all subcontractors, or any other persons performing any of the work or for the failure of any of them to carry out the work in accordance with the contract documents, statutes, laws, and ordinances, permits or regulations. It is the express intent of this provision that such other parties shall be solely responsible for job-site safety on the work. Neither Urban, its Engineer, or its project manager or any of its designees have any responsibility for, or control of, the implementation of any Construction Contractors' or the Client's safety programs. This paragraph also applies to any initial submission of any Client Construction Contractor Safety Program to Urban for review and suggested modifications. It is further provided that the parties intend that Urban shall be a Construction Design Professional pursuant to the Commonwealth of Pennsylvania's Worker's Compensation Act, as amended.

7. SAMPLE DISPOSAL: Client recognizes that when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within

any structure thereon, certain sampling materials or residues, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly when sampling is included in the scope of services and when determined by Urban in its sole and exclusive judgment to be necessary based on Urban's assessment of the degree of contamination, hazard and risk, Urban will promptly inform Client that containerization and labeling of wastes or residues will be performed. Urban will appropriately contain and label such materials and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Urban and agrees to indemnify, defend and hold Urban Harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the project after containerization by Urban. It is Urban's established policy not to accept title to hazardous materials and to neither store such materials nor contract to store such materials.

8. PAYMENT: Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. (In the event Urban files suit to enforce overdue payments, Client will reimburse Urban for all court costs and reasonable attorneys' fees.). Urban shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days of receipt. Urban shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Urban waives any rights to a mechanics' lien, or any provision conditioning Urban's right to receive payment for its work upon payment by any third party. These General Conditions are notice, where required, that Urban shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Urban from any and all claims client may have whether in tort or contract, and whether known or unknown at the time.

9. WARRANTY: Urban's services will be performed, its findings obtained and reports prepared in accordance with its, proposal, client's acceptance thereof, these General Conditions, and with generally accepted principles and practices in performing its professional services. Urban warrants that in performing professional services, Urban will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. Estimates of cost, approvals, recommendations, opinions and decisions by Urban are made on the basis of Urban's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. All other warranties, expressed or implied, are hereby disclaimed, unless agreed to in writing by Urban, for a separate fee and specifically

referencing this paragraph. Statements made in Urban's reports are opinions based on Urban's engineering judgment and are not to be construed as representations of fact.

10. LIMITATION OF LIABILITY: Notwithstanding any other provision of these General Conditions for any damage or costs resulting from any cause, loss or damage, arising from this Agreement, including Urban's strict liability error, omission or other professional negligence in the performance of Urban's services, the liability of Urban to all claimants, including but not limited to the client, anyone claiming through the client, and all parties claiming to have relied in any way on Urban's work agree that Urban's liability will be limited to an aggregate sum not to exceed \$25,000.00 or the fee for professional services as computed from the Standard Schedule Fees whichever is lesser. If Client requires the limitation of liability to be extended beyond the specified dollar limit Urban will obtain project Professional Liability Insurance coverage for the greater limits, if available. In no event shall Urban's liability exceed the limits of Urban's collectible liability insurance. The cost to obtain additional insurance coverages shall be paid by Client. It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Urban. If the client is unwilling or unable to limit Urban's liability in accordance with this paragraph, client may, upon written request of client, received within five (5) days of client's acceptance hereof, increase the amount of Urban's liability to \$250,000.00 or Urban's fee, whichever is greater by agreeing to pay Urban a sum equal to an additional amount of 7% of the total fee to be charged for Urban's services. This fee is not to be construed as being a charge for insurance of any type, but is increased consideration for the liability involved. In no event shall either Party be liable to the other for special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

11. INDEMNITY: Subject to the foregoing limitations, Urban agrees to indemnify and hold harmless from and against any and all claims, suits, costs and expenses, including reasonable attorney's fees and court costs caused by Urban's negligence, to the extent of Urban's negligence. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Urban, its engineer, project manager, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, providing such claim, damages, loss or expenses contributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the "work itself". This obligation extends to any damages or injuries or causes of actions alleged to result in whole or in part by the negligence of Urban, its engineers, project managers, and their agents, servants and employees, except as limited below. The obligation of the client under this paragraph shall not extend to the liability of any design professional and agents and employees of any of them arising out of (1) the preparation of inclusion of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give

direction or instructions by the design professional and the agents and employees of any of them, providing such giving or failure to give is the primary cause of the injury or damage.

It is understood and agreed that, in seeking the professional services of Urban under this Agreement, Client may be requesting Urban to undertake uninsurable obligations for Client's benefit involving the presence or potential presence of hazardous substances. Therefore, Urban's indemnification of Client shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, storage, disposal, or cleanup or other Environmental Liability. Urban shall indemnify Client for loss or damage caused by the sole professional negligence, errors or omissions of Urban in the performance of the work under this Agreement. Engineer shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Engineer's negligence herein and recoverable under applicable law on account of negligence. When and to the extent Urban arranges on behalf of the Client for the handling, transportation, treatment, storage or disposal of hazardous substances or wastes, Client shall release, indemnify, hold harmless and defend Urban from any and all claims, demands, judgments or other liability associated with such activity except if transported solely by Urban. Any manifests or forms in connection with such activity shall be executed by or in the name of Client. The Parties do not intend Urban to be a generator or transportation of such hazardous substances in the performance of the work hereunder.

12. TERMINATION: Either the Client or Urban may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay Urban for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract and for the completion of such services and records as are necessary to place Urban's files in order and/or to protect its professional reputation.

13. WITNESS FEES. Urban's employees shall not be retained as expert witnesses, except by separate written agreement. Client agrees to pay Urban pursuant to its then current fee schedule for any Urban employee subpoenaed by any party as an occurrence witness as a result of Urban's work.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Urban to assume the status of owner, operator, transporter, generator, storer, treater or disposal facility as those terms may appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage, and disposal of pollutants, whether or not characterized as hazardous.

15. MISCELLANEOUS:

A. Urban will only commence work on this project upon receipt from the Client of both the authorization to proceed, and the agreed upon retainer. This retainer will be applied to the final invoice for the project.

- B. The Agreement represents the entire and integrated Agreement between the Client and Urban and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both the Client and Urban.
- C. Urban has the right to renegotiate the fee if the original scope is changed or the scope of services is not completed within 24 months from date of this agreement.
- D. It is recognized that Urban has no control over the cost of labor, materials or equipment for construction, over any Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Urban cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Urban.
- E. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- F. If any portion of this Agreement is found to be unenforceable by a Court of Competent Jurisdiction, all other portions shall remain in full force and effect.
- G. Nothing contained in this Agreement shall be deemed to create any contractual relationship with, or to create a right of action of any nature, in favor of, any third party not a party hereto. Further, it is the express intent of the parties that the work performed under this Agreement is solely for the benefit of the Client and is not to be relied upon by any third party unless the third party enters into a separate agreement with Urban and agrees to the terms and conditions herein. The Client agrees to include a provision in all contracts with contractors, subcontractors, material men and other entities in this project to carry out the intent of this paragraph.
- G. The titles used in this Agreement are for reference only and are not part of this Agreement.