

October 19, 2021

Mr. Dustin Anderson
Town Manager
Town of Munster
1005 Ridge Road
Munster, Indiana 46321

Sent via email: DAnderson@munster.org

RE: Proposal for Geotechnical Engineering Services
Proposed Paving and Water Main Improvement Project
River Drive, East and North Delaware Parkway and Potomac Drive
Munster, Indiana
AES Proposal No. 2021-312G (Rev)

Dear Mr. Anderson:

As requested, Advanced Engineering Services (AES) is pleased to submit the following proposal for Geotechnical Engineering services for the above project.

PROJECT INFORMATION

Town of Munster is planning the paving and water main improvements on River Drive, East and North Delaware Parkway and Potomac Drive in Munster, Indiana. We understand that the majority of the roadway have severely deteriorated over time. We were informed that small portions of the roadway will be reconstructed and the remaining parts will be milled and overlaid. No other details are available at the time of the proposal.

PURPOSE

The purpose of the exploration is as follows:

- Obtain information regarding subsurface soil and groundwater conditions at the boring locations,
 - Determine selected engineering characteristics of the subsurface materials encountered in the study,
 - Develop recommendations regarding roadway subgrade and earthwork activities for the proposed construction based on the field and laboratory exploration.
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SCOPE OF WORK

Our scope of work will include the followings:

1. All test locations will be staked based on the drawings provided to us. We request an existing topographic drawing to interpolate surface elevation at each boring. No surveying is included in the proposal.
2. Indiana-811, the state one call center will be notified to mark all existing utilities within the public areas.
3. AES proposes to explore the subsurface soil and groundwater conditions at the site by drilling a total of six (6) soil borings drilled to a depth of 5 ft below the existing surface, as requested. Based on the schedule, the project will involve a total drilling of up to 30 linear ft.
4. Split-spoon samples will be obtained at two and one-half (2½) ft to five (5) ft intervals for laboratory analysis. Standard Penetration Tests (SPT) values will be recorded for each split spoon samples.
5. Groundwater observations will be made during and immediately after completion of the drilling. All boreholes will be backfilled with the auger cuttings and patched after the drilling operations.
6. Our exploration will include limited laboratory testing on representative soil samples to determine its classification and understand strength, compressibility and other engineering characteristics.
7. The results of our field exploration and laboratory tests will be utilized in the engineering analyses in formulation of our recommendations and will be presented in a written report signed by a registered professional engineer.

COST ESTIMATE

The fee for the above exploration will be **Lump Sum \$3,950.00** based on the following assumptions:

1. All test locations will be accessible to a truck or an ATV-mounted drill rig. No site clearing, fence removal, dozer service, permit, traffic control, standby time, and safety training are included in the proposal. We will place cones around the drill rig during field drilling and sampling.
2. While we will notify Indiana-811, we cannot assume any liability for disruption of services caused by break in utility lines not adequately marked on a site map or in the field. Costs for private utility locator services are not included in the proposal.
3. No drilling through hard materials, compacted slag, thick concrete or rock coring is considered in this proposal. While the depth of the soil borings is generally adequate for the type of construction and loadings stated previously, it is possible that the depths may need to be revised due to poor soil conditions. In such instance, we will contact you prior to any additional drilling.
4. We assume that all borings will be completed in one mobilization of equipment and crew in one 8-hour day during regular working hours.

5. All boreholes will be backfilled with the auger cuttings and patched after the drilling operations. Please note that, it is not possible to pack the soil back in the drill holes so tight that there will be no subsequent subsidence. This proposal does not include costs for restitution of landscape or other surface damages due to field activities. Excess cuttings (if any) will be distributed at the site.
6. This proposal does not include assessment or remediation of any environmental conditions present at the site. If apparently impacted materials are encountered during the field testing, the drilling will be stopped until the proper course of action is determined.
7. Our estimate covers the work needed to present our findings and recommendations in a report form. Should changes in the project scope occur, you will be contacted for approval prior to performing the additional work. The proposal is valid for 90 days from the date of proposal.

TIME ESTIMATE

AES is prepared to begin work immediately upon receiving written authorization. Please note, a minimum of forty-eight (48) hours is required by law in order to mark the existing utilities (if any). Based on favorable weather and ground condition, we typically schedule drilling in about 2 to 3 weeks and submit a written report in about 3 to 4 weeks from the date we receive a written authorization.

AUTHORIZATION

AES's General Terms and Conditions are attached and should be considered a part of this proposal. This proposal/contract and all the terms and conditions herein are subject to credit approval by AES's Corporate Credit Department. If this proposal is acceptable, please complete the enclosed agreement or issue a duly completed Purchase Order (PO) and return to us for us to start the project.

CONCLUSION

We appreciate the opportunity to offer these services and look forward to working with you on this project. If you have any questions, please feel free to contact us at your convenience.

Respectfully submitted,
Advanced Engineering Services (AES) Inc.



Akhtar (Art) Zaman, PE, LEED® AP
Senior Project Engineer
anz@adv-engrs.com

Attachment

PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated October 19, 2021 by and between **Town of Munster** ("Client") of (Address) **1005 Ridge Road, Munster, Indiana 46321** and Advanced Engineering Services (AES) of Hammond, IN.

Client and AES agree as follows:

1. **CONTRACT DOCUMENT** – Referred to as the "Contract Document" or "Agreement." Defined as: PROPOSAL ACCEPTANCE FORM, attached GENERAL TERMS AND CONDITIONS, and proposals that include a scope of services, fee schedules and other documents (as listed).

PROFESSIONAL SERVICES – AES will provide professional services ("Services") for the Client as indicated in the Proposal No. 2021-312G (Rev) dated October 19, 2021 for the **Proposed Paving and Water Main Improvement Project** in Munster, Indiana, for a **lump sum fee of \$3,950.00**.

2. **DESIGNATED REPRESENTATIVES** – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE
Advanced Engineering Services (AES)

Name: Akhtar (Art) Zaman
Address: 7439 Calumet Avenue
Hammond, IN 46324

Phone: 219-933-7888

DESIGNATED REPRESENTATIVE
CLIENT: Town of Munster

Name: Mr. Dustin Anderson
Address: 1005 Ridge Road
Munster, Indiana 46321

Phone: 219-836-6905

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

Advanced Engineering Services (AES)

By: _____

Name: _____

Date: _____

Title: _____

email: _____

ACCEPTED BY:

CLIENT: _____

By: _____
(Person authorized to execute contracts & payment)

Name: _____

Date: _____

Title: _____

email: _____

AES – CLIENT TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED: AES's proposal describes the work to be performed ("Services"), the location ("Site"), fees and/or rates to be charged, including equipment, sampling, and necessary reimbursable expenses. AES will be authorized to proceed with the Services, when Client indicates its acceptance by signing this Agreement. The proposal, and any attachments, including but not limited to this Agreement, shall comprise the Contract.

2. ADDITIONAL SERVICES: If any additional or different Services are required to complete an existing proposal, these additional Services shall be set forth in a Change Order form satisfying all applicable and appropriate requirements including a separate schedule of fees and Services ("Change Order").

3. COMPENSATION: Client will pay AES for Services and expenses in accordance with the Contract Documents. AES will submit periodic invoices to Client together with reasonable supporting documentation and a final bill upon completion of its services. AES may require full or partial payment prior to the start of the project. Otherwise, payment is due upon receipt of the invoice regardless of whether Client has been reimbursed by any other party. Any outstanding invoice over thirty (30) days will incur a 1.5% monthly interest. AES may suspend work, withhold reports and vacate the site without liability if payment is not received. Unless otherwise agreed in writing, there shall be no retainage. Client will indemnify AES for all claims concerning the suspension of work due to nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay AES's attorney's fees, and all other costs incurred in collecting past due amounts.

4. SITE ACCESS: Client grants or shall obtain a right of entry, or permits for AES to access the parts of the Site necessary to complete the requested Services. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend AES against any claims by the owner and/or occupant for any such damage. AES is not liable for damages caused by exploratory sampling to identify, quantify, or evaluate the subsurface conditions. AES is not responsible for unforeseen conditions that exist on the Site that prohibit or deter AES from gaining access to complete the requested services.

5. TEST AND SAMPLING LOCATIONS: The accuracy of sampling locations and elevations will be based on approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. AES reserves the right to deviate a reasonable distance from the sampling locations due to site conditions.

6. UTILITIES: AES will contact the state underground utility locator service to identify existing underground structures prior to the field activities. It is the Client's responsibility to mark or furnish the locations of all underground man-made utilities or other structures that is not marked by the state locator service. Client shall indemnify, defend and hold harmless AES from and against any claims, losses or damages incurred or asserted against AES related to Client's failure to mark, protect or advise AES of underground structures or utilities.

7. LIMITATIONS OF METHOD RELIABILITY: The Client agrees that all testing methods have inherent reliability limitations; no method or number of samples can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. AES's observations only represent conditions observed at the time of the Site visit. AES is not responsible for changes that may occur to the Site when AES is not present.

8. INTERPRETATION OF DATA: Client recognizes that subsurface conditions may vary from those encountered at the locations where the samples are obtained and that interpretations and recommendations of AES's personnel are based solely on the information available to them. AES shall not be responsible for the interpretation of AES data by third parties, or the information developed by third parties from such data.

9. THIRD PARTY INFORMATION: AES is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. AES shall not be liable for failure of such agencies to produce accurate or complete information.

10. SITE CONTROL: AES's testing or observation of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by AES's employees does not mean that AES is observing or verifying all Site work or placement of all materials. Client agrees that AES will only make random on-Site observations as appropriate and will not relieve others of their responsibilities to perform the work.

11. STANDARD OF CARE: AES's Services as defined by the Contract Documents shall be performed in accordance with generally accepted industry principles and practices, consistent with the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give AES written notice within six months of any breach or default under this section and to provide AES a reasonable opportunity to cure such breach or default, without the payment of additional fees to AES, as a condition precedent to any claim for damages.

12. SAFETY: AES shall not be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on Site, unless otherwise specified in the Contract Documents.

13. OBLIGATIONS OF CLIENT: Client warrants that all information provided to AES concerning the required Services, is complete and accurate to the best of Client's knowledge. Client agrees to inform AES of any hazardous conditions on or near the Site known to Client prior to and/or during the work. Client understands that AES is relying upon the completeness and accuracy of information supplied by Client and AES will not independently verify such information unless otherwise included in the Contract.

AES – CLIENT TERMS AND CONDITIONS

Client shall indemnify and hold AES harmless for any costs, expenses or damages incurred by AES due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold AES liable if AES's recommendations are not followed, waives any claim against AES, and agrees to defend, indemnify and hold AES harmless from any claim or liability for injury or loss that results from failure to implement AES's recommendations.

14. SAMPLES AND EQUIPMENT: Unless otherwise specified in the Contract Documents or required by law, AES will not retain any samples obtained from the Site. At no time does AES assume ownership of the samples; all samples shall remain the property of the Client, including equipment contaminated during AES's Services that cannot be adequately cleansed. AES will, however, sign manifests "on behalf of" and as agent for Client; provided Client authorizes AES in writing.

15. RIGHT TO STOP WORK: If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in AES's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, AES may immediately suspend all work.

16. AES AND CLIENT INDEMNIFICATION: AES shall indemnify and hold Client harmless against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of AES, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless AES from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to AES shall also be granted to those subcontractors retained by AES for the performance of the Services.

17. LIMIT OF LIABILITY: AES's total liability for all claims, liabilities or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, and breach of contract, shall not exceed insurance proceeds.

18. CONSEQUENTIAL DAMAGES: In no event shall either party to this Agreement be liable to the other party for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of financing, loss of business or reputation, loss

of income, loss of profit, loss of rent, loss or restriction of use of property, or any other business losses; regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

19. WARRANTY: AES makes no representations, guarantees, or warranties, either express or implied, regarding performance of the Services.

20. DOCUMENTS: Project-specific documents and data produced by AES under this Agreement shall, upon completion of the Services and payment of the amounts owed to AES, become the property of Client. AES shall have the right, but not the obligation, to retain copies of all such materials.

21. THIRD-PARTY CLAIMS: Client agrees to pay AES's costs (including reasonable attorney's fees) for defending AES against any claims or subpoenas that a third party or a regulatory agency asserts against AES related to the Services provided to the Client.

22. TERMINATION OF CONTRACT: This Agreement may be terminated by either party upon seven (7) days written notice to the other party; provided that, any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, AES shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

23. FORCE MAJURE: Neither Client nor AES shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government, or materially different Site conditions, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, or changes in laws and regulations, etc.

24. GENERAL PROVISIONS: This Agreement represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained herein shall be construed to be for the benefit of any persons not a party to this Agreement. No third-party beneficiary rights are created. AES is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence. Performance of this Agreement shall be governed in accordance with the laws of the state in which the Site is located.