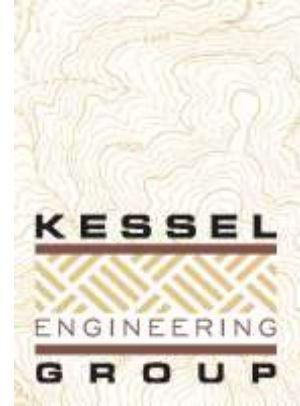


May 5, 2017

Mr. Kevin Fox, P.E.
Town Construction Engineer
Town of Huntersville
P.O. Box 664
Huntersville, North Carolina 28070
kfox@huntersville.org



**Proposal for Construction Engineering and Inspection Services - REVISED
Commerce Station Road Drive and Utility Extensions
Huntersville, North Carolina
KEG Proposal No. PM17-2683-01**

Mr. Fox,

Kessel Engineering Group, PLLC (KEG) is pleased to submit this revised proposal to provide construction engineering and inspection services for the Commerce Station Road Drive and Utility Extensions project located in Huntersville, North Carolina. Included in this proposal is a summary of the scope of services we can provide, and items relating to scheduling, compensation and authorization for providing the outlined scope of services.

PROPOSED SCOPE OF SERVICES

Based on information provided in the Request for Letter of Interest prepared by the Town of Huntersville and our experience with similar projects, we understand the following scope of services may be required during this project. KEG is equipped to provide these services at your request.

Soil Testing and Earthwork Observations

1. Provide geotechnical engineering consulting services for various geotechnical related issues as they arise during grading activities.
2. Observe proofrolling of the exposed soils after the existing topsoil is removed to locate areas which may require additional excavation or rework prior to fill placement.
3. Monitor excavating operations to determine when specified materials have been exposed and document quantities of material removed.
4. Perform laboratory compaction tests on representative fill soils in accordance with AASHTO T 99 (NCDOT requirement).
5. Perform field density tests to measure percent compaction being achieved during fill placement and backfill of utility lines. Frequencies of testing will be determined based on NCDOT requirements and testing will be performed by individuals certified by NCDOT for Conventional Density Testing.
6. Observe proofrolling of the subgrade prior to pavement construction.
7. Verify final grades of subgrade prior to final pavement construction.
8. Report daily soils testing and earthwork observations and results to your representative.

KESSEL ENGINEERING GROUP

224 ROLLING HILL ROAD, SUITE 3A | MOORESVILLE, NC 28117 | P:(704) 799-1014 F:(704) 799-1086
WWW.THEKESSELGROUP.COM

Erosion and Sediment Control Inspections

1. Review the project erosion control plans to become familiar with the different erosion control phases and requirements applicable to the project.
2. Visit the site and perform inspections of erosion and sediment control measures at frequencies specified in the project documents. Inspections will be performed by a KEG representative that meets the minimum requirements outlined in the project specifications.
3. Perform inspections and, at a minimum, document the following:
 - Rainfall amounts since previous visit
 - Deviations from plans, if applicable
 - Needed maintenance
 - Items needing corrective action
 - Corrective action taken, if needed
 - Inspection of discharges
 - Visible evidence of sediment offsite, if present
4. Verbally communicate findings to the responsible party upon completion of inspection and prior to departing site.
5. Complete the proper paperwork upon completion of each inspection to be left on site.

Cast-in-place Concrete

1. Collect mix design and verify appropriate mix use during specific installation.
2. Obtain field samples and perform tests on plastic concrete including slump, air content (chace indicator and pressure method) and temperature in accordance with the frequencies outlined by NCDOT. Testing will be performed by NCDOT certified concrete field testing technicians.
3. Mold and cure 4 inch x 8 inch concrete cylinder specimens for compressive strength testing in accordance with the frequencies outlined by NCDOT.
4. Cure, test and report concrete specimen test results within 24 hours of strength testing.
5. Report daily concrete testing results and observations to your representative.

Pavement Construction

1. Perform laboratory compaction tests on representative samples of aggregate base course materials in general accordance with AASHTO T 180 procedure (NCDOT requirement).
2. Measure the stone thickness at various locations within the pavement areas to verify the in-place stone depth meets the minimum project requirement.
3. Perform field density tests on aggregate base course to measure the percent compaction achieved.
4. Observe proofrolling of the compacted aggregate base course material prior to asphalt placement.
5. Perform density tests on in-place asphalt pavement to measure percent compaction achieved. Testing will be performed at the time of placement using a nuclear gauge.

6. Obtain asphalt cores in general accordance with NCDOT requirements for asphalt paving and deliver cores to the laboratory for testing to verify density and asphalt thicknesses. Observations and testing will be performed by a KEG representative that is NCDOT Roadway Technician certified.
7. Verify final pavement surface elevations.
8. Report daily pavement construction observations and test results to the contractor and your representative.

To accomplish this scope of services, we will assign Mr. Ronald Anderson, P.E. to direct KEG's activities on this project. He has the responsibilities of reviewing the daily reports and test results prepared by our on-site personnel and providing properly trained personnel when needed. Test results will be provided to the contractor and Town of Huntersville representative daily by our on-site representative and transmittals will be issued weekly documenting that week's inspection activities and test results.

SCHEDULE AND COMPENSATION

We will provide KEG personnel for this project as needed. We request 24 hours notice prior to providing on-call personnel to enable us to schedule the work efficiently. We also request a copy of the final project plans and specifications so that we can provide services that are responsive to the project requirements.


The fees for our services will be dependent upon the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that overtime rates will apply for technician time in excess of 8 hours per day, weekends and during holidays. Overtime will be billed at 1.5 times the normal technician rate.

AUTHORIZATION

To authorize us to provide the proposed services, please sign the attached Acceptance Sheet and return one copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Acceptance Sheet. Please note that the attached Terms and Conditions are a part of this proposal. If a purchase order is issued to us for providing the services outlined in this proposal, please reference the proposal number noted on this proposal and the date in the purchase order. Issuance of a purchase order will be an acceptance of this proposal and associated documentation, and considered authorization to provide the services outlined herein.

Kessel Engineering Group, PLLC appreciates the opportunity to offer our construction engineering and inspection services to you during this project. Please feel free to contact us if you have any questions or if we may be of further assistance.

Sincerely,
Kessel Engineering Group, PLLC



Ronald L. Anderson, P.E.
Senior Engineer

Attachments: 2017 KEG Fee Schedule
Acceptance Sheet
Terms and Conditions - REVISED

KESSEL ENGINEERING GROUP, PLLC

2017 FEE SCHEDULE

Commerce Station Road Drive and Utility Extensions

ENGINEERING SERVICES

Staff Engineer/Project Manager, per hour.....	\$70.00
Project Engineer, per hour.....	\$90.00
Senior Engineer, per hour.....	\$120.00
Word Processor, per hour.....	\$34.00
Mileage, per mile	\$00.60

TECHNICIAN SERVICES

Field Technician I, per hour ¹	\$36.00
Field Technician II, per hour ¹	\$42.00
Field Technician III, per hour ^{1, 2}	\$50.00
Survey Crew, per hour ¹	\$120.00
Technician Overtime, 1.5 times hourly rate³	
Lab Manager, per hour	\$50.00
Mileage, per mile	\$00.60

LABORATORY SERVICES

Soils Testing

Natural Moisture Content (ASTM D 2216), each.....	\$10.00
Atterberg Limits Test (ASTM 4318), each	\$70.00
Grain Size, Wash No. 200 Sieve (ASTM D 422), each	\$55.00
Percent Finer than No. 200 Sieve (ASTM D 1140), each	\$40.00
Standard Proctor Compaction Test (ASTM D 698 or AASHTO T-99), each.....	\$110.00
Modified Proctor Compaction Test (ASTM D 1557 or AASHTO T-180), each.....	\$125.00

Concrete/Masonry Testing

Compression Test for Concrete Cylinders, each	\$10.00
Compression Test for Concrete Cores, each	\$15.00
Compression Test for Grout and Mortar Specimens, each	\$10.00

SPECIALTY FIELD SERVICES

Pavement Testing

Bulk Specific Gravity (ASTM D 1188), each.....	\$15.00
Core Drill/Generator, per day.....	\$80.00
Core Drill/Generator, per week.....	\$250.00
Bit Size Surcharge	(Diameter x Thickness x \$1.50)

Non-destructive Testing

Swiss Hammer, per day.....	\$25.00
Torque Wrench, per day.....	\$50.00
Ultrasonic Testing Equipment, per hour	\$15.00

Note: 1. Hourly rates apply for load up time, testing and observation time, travel time, and field report time. Measurement of concrete slump, temperature, air content and fabrication of test cylinders is included in technician hourly rate. Similarly, observation of proofrolling and performance of field density tests is included in hourly rates.

2. Includes Special Inspector or NCDOT Certified Technician

3. Overtime is defined as time in excess of 8 hours per day and time on Saturdays, Sundays and/or holidays.

Items not listed on this Fee Schedule will be quoted upon request. Miscellaneous expenses will be invoiced at our cost plus 15 percent.

KESSEL ENGINEERING GROUP, PLLC
224 Rolling Hill Road, Suite 3A
Mooresville, North Carolina 28117

Phone (704)-799-1014
Fax (704)-799-1086

ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services as outlined in the attached proposal. Compensation for our construction engineering and inspection services will be based on the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that the Terms and Conditions are a part of this contract. Please list any exceptions or special requirements in the space provided below under "Special Instructions". If applicable, please also provide a distribution list of individuals to whom we should send a carbon copy of transmittals in reference to this project. This will aid in our distributing information to the appropriate individuals in a timely manner.

Proposal for Construction Engineering and Inspection Services - REVISED
Commerce Station Road Drive and Utility Extensions
Huntersville, North Carolina
KEG Proposal No. PM17-2683-01

WORK AUTHORIZED BY:

REMIT INVOICE TO: (if different)

Signature _____ Date _____

Signature _____ Date _____

Print Name _____

Print Name _____

Title _____

Title _____

Company Name _____

Company Name _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Billing Contact, Phone Number _____

Billing Contact, Phone Number _____

SPECIAL INSTRUCTIONS:

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Kessel Engineering Group, PLLC, through and by its officers, employees and subcontractors, (hereinafter KEG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Client agrees to pay KEG's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if KEG's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, KEG may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by KEG within 60 days of Client's receipt of KEG's invoice. Invoices will be sent approximately monthly for the services performed.
3. **STANDARD OF CARE.** KEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of KEG's profession practicing in the same or similar locality at the time of service. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.**
4. **INSURANCE.** KEG maintains insurance coverage as follows:
 - a. Worker's Compensation Insurance.
 - b. Employer's Liability Insurance.
 - c. Commercial General Liability Insurance.
 - d. Professional Errors and Omission.Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from KEG of \$10.00, receipt of which is hereby acknowledged, Client agrees that KEG's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by KEG will be limited to an aggregate of \$10,000 or KEG's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, KEG agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by KEG and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.
6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

KEG's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. KEG's field personnel will avoid hazards or utilities which are visible to them at the site. If KEG is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. KEG is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of KEG's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold KEG, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

KEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in KEG's proposal, KEG's charges do not include cost of restoration due to any related damage which may result. If Client requests KEG to repair such damage, KEG will do so at an appropriate additional cost.

Field tests or boring locations described in KEG's report or shown on sketches are based on specific information furnished by others or estimates made in the field by KEG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in KEG's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of KEG or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by KEG be involved in the project, Client will advise such contractor(s) that KEG's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of KEG's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of KEG) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that KEG will not be responsible for job or site safety or security on the project, other than for KEG's employees and subcontractors, and that KEG does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KEG's services. If this occurs, KEG will promptly notify and consult with Client, but will act based on KEG's sole judgment where risk to KEG personnel is involved. Possible actions could include:
 - a. Complete the original Scope of Services in accordance with the procedures originally intended in KEG's proposal, if practicable in KEG's judgment;
 - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c. Terminate the services effective on the date specified by KEG in writing.
9. **DOCUMENTS.** KEG will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
 - a. All documents generated by KEG under this Agreement shall remain the sole property of KEG. Any unauthorized use or distribution of KEG's work shall be at Client's and recipients sole risk and without liability to KEG. KEG may retain a confidential file copy of its work product and related documents.
 - b. If Client desires to release, or for KEG to provide, our report(s) to a third party not described above for that party's reliance, KEG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that KEG's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for KEG and by this request Client waives any such claim if KEG complies with the request.

- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by KEG pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without KEG's prior written approval.
- d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by KEG for proper performance of our services. KEG may rely upon Client-provided documents in performing the services required under this Agreement; however, KEG assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but KEG may retain one confidential file copy as needed to support its report.
- e. Upon Client's request, KEG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by KEG in its files, with at least one written copy provided to Client, shall be the official base document. KEG makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to KEG's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to KEG. Such magnetic copy is subject to all other conditions of this Agreement.
10. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
11. OPINIONS OF COST. If requested, KEG will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, KEG's designs or KEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with KEG. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KEG's control.
12. TESTIMONY. Should KEG or any KEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and KEG is not a party in the dispute, then KEG shall be compensated by Client for the associated reasonable expenses and labor for KEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides KEG such compensation, Client will receive a credit or refund on any related double payments to KEG.
13. CONFIDENTIALITY. KEG will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
14. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.
15. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and KEG. Client may issue purchase orders to KEG to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.
16. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and KEG shall survive the completion of the services and the termination of this Agreement.
17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior permission of the other.
19. CONSIDERATION. The parties agree that the charges for KEG's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
20. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
21. IRAN DIVESTMENT ACT. KEG shall not be listed on the Final Divestment List ("**Divestment List**") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* ("**Iran Divestment Act of 2015**"). KEG shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.
22. NC E-VERIFY. KEG shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if KEG utilizes a subcontractor, KEG shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

END OF DOCUMENT