Kelly Deitman

From: Kelly Deitman <kelly@halcyonarch.com>
Sent: Monday, October 6, 2014 2:04 PM
To: Kelly Deitman
Subject: FW: PLR Maintenance Bldg

From: Wolf Von Carlowitz [mailto:wolf@soilogic.com]
Sent: Thursday, October 2, 2014 1:01 PM
To: 'Kelly Deitman'
Cc: darrel@soilogic.com
Subject: RE: PLR Maintenance Bldg

Hi Kelly
Certainly interested. We could do a 2-hole program with a perc test and engineered septic system design for $3,100.00. This would include a final observation of the installed septic system prior to backfilling and an as-built diagram as required under the new regulations. Please let me know if you would like a formal proposal.
thx

Wolf von Carlowitz, P.E.
President - Soilogic, Inc.
www.soilogic.com

3050 67th Avenue, Suite 200
Greeley, Colorado 80634
(ph) 970.535.6144
(fax) 970.535.9854
(cell) 970.412.2811
Wolf@Soilogic.com

P.O. Box 1121
Hayden, Colorado 81639
(ph) 970.276.2087
(fax) 970.276.2087
(cell) 970.412.2811

Kelly Deitman

From: Kelly Deitman <kelly@halcyonarch.com>
Sent: Thursday, October 2, 2014 12:12 PM
To: Kelly Deitman
Subject: FW: PLR Maintenance Bldg

From: Todd Schroeder [mailto:ToddS@hpedesign.com]
Sent: Tuesday, September 23, 2014 5:17 PM
To: 'Kelly Deitman'
Subject: RE: PLR Maintenance Bldg

Kelly,

Subsurface Investigation for steel building with pavement recommendation for trash enclosure paving = $1750.

Pick one: Percolation test with preliminary, reconnaissance and site evaluation = $1325.
~~Open Pits (2) evaluation, preliminary, reconnaissance and site evaluation = $1000.~~

Septic Design (commercial) = $1200.

Total = $4275

Todd Schroeder, P.E.
High Plains Engineering & Design, LLC
(Direct) 303.857.9280
www.hpedesign.com

Proposal

CTL | THOMPSON

September 22, 2014

Halcyon Design LLC
8393 W I-25 Frontage Road, Unit #1
Frederick, Colorado 80516

Attention: Kelly Deitman

Subject: Proposal for Geotechnical Investigation
New Maintenance Building, Pelican Lake Ranch
Platteville, Colorado
Proposal Number: FC-14-0359

CTL|Thompson, Inc. (CTL) is pleased to present this proposal for geotechnical engineering services related to the proposed construction at the subject location. We understand the new construction will consist of a one story pre-engineered metal maintenance building with a concrete slab-on-grade floor. No basement areas are planned. The overall building footprint dimensions are approximately 96 feet by 76 feet. Some asphalt and/or concrete pavement areas are proposed along with some gravel drive areas. We are assuming that the pavement areas will be privately maintained. A septic system is also proposed for the site. For preparation of this proposal, you have provided us with a project location map and a site plan for the planned development, both in digital format.

To develop the required geotechnical design and construction criteria appropriate for the building and pavement areas, we propose to drill four borings, carry out a laboratory testing program, conduct engineering analysis, and provide you a report summarizing our testing and presenting geotechnical recommendations. We understand that the proposed building site is accessible with two-wheel drive truck-mounted equipment.

For the Percolation Study Report, we propose to drill and observe one profile hole, prepare and test approximately six percolation holes and provide you a report presenting the results of the percolation study. As required by the Weld County Health Department, we will prepare an onsite wastewater treatment system (OWTS) design to be included with the Percolation Study.

A detailed scope of services is included within the attached Service Agreement. We propose to provide the Geotechnical Engineering services described for the building and pavement areas for a lump sum fee of $3,000. We propose to provide the Percolation Study and the OWTS design services described for a lump sum fee of $2,400. For any other services you may need with this project, our fee schedule is included with the attached Service Agreement as Exhibit B.

Total = $5400

In order to complete our work, we will need the client to provide a legible, scaled copy of the site plan locating the existing and anticipated structures, features, property dimensions and bearings.

CTL will make appropriate effort to complete the work described in this Service Agreement within a reasonable period. Based on the described project scope, we anticipate completing

the project about 3 to 5 weeks following your notice to proceed. Additional work, changes to the project scope, or unforeseen complications due to third parties may require additional time. Our Mr. Dave Nasiatka will be the Project Manager and your key contact.

If this proposal and the attached Service Agreement are acceptable, please complete, sign, and return a copy for our records. CTL is available to provide a wide variety of additional services including:

- Structural Engineering and Foundation Design
- Environmental Engineering
- Construction Inspection
- Materials Testing

We would be pleased to provide a proposal for those additional services if requested. Thank you for your consideration. We look forward to the opportunity to work with you on this project. When you are ready for us to begin work or if you have any questions, please contact the undersigned.

Respectfully Submitted,
CTL | THOMPSON, INC.

Dave Nasiatka, PE
Senior Geotechnical Engineer

Service Agreement

CTL | THOMPSON

Parties	This Agreement is made this 22nd day of September, 2014 between Halcyon Design LLC referred to herein as "Client" and CTL | Thompson, Inc. referred to herein as "CTL."
Project	By joining in the Agreement, Client retains CTL to provide consulting services in connection with the New Maintenance Building, Pelican Lake Ranch, Platteville, Colorado, referred to herein as "Project." Client's relationship to the Project is that of "Architect".
Scope	Details of the scope of CTL's services are found in Exhibit A, which is part of this Agreement.
Fee	CTL agrees to provide the Geotechnical Investigation for a fee of $3,000, and the Percolation Study and Onsite Wastewater Treatment System Design for an additional fee of $2,400 covered by this Agreement on a Lump Sum basis. Additional consultation will be provided on a Unit Rate basis in accordance with the fees shown in Exhibit B. This quotation shall remain available provided that CTL receives Client's authorization to proceed within 30 days of the date of this Agreement. If Project requirements or the subsurface conditions encountered indicate that the scope of services covered by this Agreement should be revised, a contract modification or written addendum to this Agreement shall be entered into to cover the revised scope and fee.
Invoices	CTL will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications, a lump sum fee or a percentage of completion, where appropriate. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client will provide for right-of-entry of CTL and necessary equipment in order to complete the work. While CTL will take reasonable precautions to minimize damage to the Project property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary. Client agrees to hold CTL harmless for damage to utilities or subterranean structures which are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested will be disposed after testing. Further storage or transfer of samples can be made at Client's expense upon written request.
Ownership of Documents	The reports, boring or test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CTL, as instruments of service, shall remain property of CTL. CTL shall retain pertinent records relating to the services performed for a period of five (5) years following completion of services hereunder, during which period the records will be made available to Client during regular business hours.

Job Site

Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of persons and property and construction means, methods, techniques and sequences. Client further agrees to defend, indemnify and hold CTL harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising directly from the sole negligence of CTL.

Standard of Care

Services of CTL under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No warranty, express or implied, is made or given.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings or test pits, surveys, or explorations are made by CTL and that the data, interpretations and recommendations of CTL are based solely on the information available to it. Client recognizes that the performance of soils depends on variability beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of the soils. CTL will be responsible for those data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between the parties to this Agreement including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable Colorado statutes of limitation and repose shall commence to run no later than the date of substantial completion of the Project from which the claim or cause of action arises. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice for the Project.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services provided by CTL pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent that any other person or entity benefits by the services provided by CTL, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential damages arising out of or relating to this Agreement and the services provided hereunder. This mutual waiver includes, but is not limited to, claims for losses of use, rent, income, profit, financing, business, and reputation, for delay damages of any sort, for lost management and labor productivity and for lost opportunity to complete other projects. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

Limitation of Liability	CTL's liability for damages to Client due to professional negligence in the performance of services for the Project shall be limited to $50,000 or the total fee for the services on the Project, whichever is greater. If this Agreement provides for the performance of services for multiple building lots or sites, CTL's liability to Client shall be limited to an aggregate amount of $50,000 or the total fee for all services under this Agreement, whichever is greater. Notwithstanding any other provision in this Agreement, CTL will have no liability to Client or any third parties for damages resulting from the failure of Client or others to follow CTL's recommendations.
Insurance	CTL represents that it and its employees and consultants retained by it are protected by worker's compensation insurance and that CTL has such coverage under public liability, property damage, and professional liability insurance policies as CTL deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of such insurance.
Termination	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTL shall be paid for services performed to the termination notice date plus reasonable termination expenses.
Hazardous Materials	Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project site and has informed CTL of any information or findings relative to the possible presence of such materials. Should unanticipated hazardous materials be discovered in the course of the performance of services under the Agreement, such discovery shall constitute a changed condition mandating a renegotiation of the scope of work or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to compensate CTL for costs incidental to taking such measures and for any equipment decontamination or replacement required. CTL agrees to notify Client promptly when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify and hold CTL harmless from any and all liability arising from discovery by anyone of unanticipated hazardous materials or suspected hazardous materials.
Humidity, Moisture Vapor & Mold	Unless specifically included in this Agreement, services intended to control humidity, moisture vapor, and mold are expressly excluded from the Agreement. Client recognizes that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires to obtain services intended to control humidity, moisture vapor and mold in crawl spaces or below structurally supported floors, CTL can provide such services. Client may obtain such services from any source Client deems appropriate. If such services are not expressly undertaken by CTL, however, Client agrees to indemnify, defend and hold CTL harmless from any and all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the occurrence or existence of humidity, moisture vapor or mold.

Work by Others	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of recommendations made or design services provided by other consultants, and will have no liability for damages resulting from errors and omissions in the same.
Applicable Law	The law of the State of Colorado shall govern the validity of the Agreement, and its interpretation and performance.
Entire Agreement	This Agreement shall be the entire Agreement and shall supersede any other agreement between Client and CTL relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, in the event that CTL begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization

CTL	Client
Signature	*Signature*
Dave Nasiatka, PE	
Name	*Name*
Senior Geotechnical Engineer	
Title	*Title*
September 22, 2014	
Date	*Date*

GEOTECHNICAL INVESTIGATION

1. Drill four borings in the area of the proposed building and pavement areas.
   - Borings will be drilled to depths between approximately 10 and 35 feet or to auger drill refusal.
   - Samples will be taken for laboratory testing
   - Groundwater levels will be measured in the borings during drilling and several days after drilling is completed.

2. Test selected samples from the borings as we believe needed for the geotechnical analysis.

3. Prepare a report summarizing the results of the field and laboratory work proposed above, and CTL's analysis, opinions, conclusions and recommendations including the following:
   - A general description of the proposed construction site;
   - A location map showing the boring locations related to the location of the proposed building;
   - Summary logs of the borings with descriptions of the soils/bedrock and groundwater levels (if encountered) in the borings;
   - Discussions regarding:
     - potential geologic hazards;
     - recommended foundation types and design criteria;
     - recommendations for slab-on-grade floors and/or other floor systems depending upon the engineering properties of the ground;
     - lateral load criteria for design of foundations and retaining walls, if needed;
     - recommendations for compaction of engineered fill, foundation wall backfill and utility trench backfill, as needed;
     - excavation considerations including excavation difficulties, side slopes, and temporary dewatering recommendations, if needed;
     - the acceptability of on-site natural soils and existing fill for reuse as engineered fill;
     - groundwater effects on the proposed construction;
     - need for special cement in concrete contacting foundation soils if the site soils/bedrock samples are high in water-soluble sulfates; and
     - pavement section alternatives and construction recommendations.

4. Two hard copies and one digital copy will be provided signed by a Professional Engineer registered in the State of Colorado.

PERCOLATION STUDY AND ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) DESIGN

1. Observing the drilling of one profile hole.
   - The profile hole will be drilled to a depth of 8 feet, or more, or to practical refusal, whichever is first encountered.
   - Samples will be taken for observations and/or tested as we believe needed for our analysis
   - Groundwater levels will be measured in the profile hole upon completion.

2. Preparing percolation holes if an adequate amount of soils are encountered in the profile

hole. We will prepare at approximately six percolation holes to depths ranging from approximately 12 inches to 36 inches deep within the area of the proposed drain field. The depths of the percolation holes will depend on the observations of the profile hole and our estimate of the depth of the proposed drain field.

3. Performing percolation tests according to Weld County specifications where an adequate amount of soil is encountered in the profile hole.

4. Analyzing soil and rock exposed in the profile hole and assigning a design application rate if we observe an inadequate depth of soil in the profile hole.

5. Preparing a Percolation Study Report based on our observations, analysis and/or testing. Generally our report will include the following:
    - a general drawing of the building site;
    - a location map showing the profile hole location related to the property boundaries and/or building locations and setback restrictions;
    - a summary log of the profile hole with descriptions of the soils/bedrock and depth to the ground water penetrated by the profile hole
    - percolation test results or assigned design application rate, whichever is applicable; and
    - a discussion of options for OWTS applicable to the site.

6. Preparing an OWTS design appropriate for the conditions encountered during the percolation study and projected wastewater characteristics. The OWTS design drawings and recommendations will be included with the Percolation Study Report. In addition to the information provided in the Percolation Study Report, the OWTS design and drawings will include the following:
    - proposed size, location and layout of proposed OWTS.
    - septic tank and pump requirements;
    - drain field plan view and cross-section; and
    - maintenance recommendations.

5. Sending two hard copies and one digital copy of our report signed by a Professional Engineer registered in the State of Colorado.

Exhibit B Fee Schedule

EFFECTIVE JANUARY, 2014

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Personnel	Includes analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL project.			
	Engineering Technician I	$ 48	/	hour
	Engineering Technician II / Secretarial	55	/	hour
	Engineering Technician III / CADD / Drafts Person	60	/	hour
	Senior Engineering Technician	85	/	hour
	Environmental Technician	65	/	hour
	Industrial Hygienist Technician	70	/	hour
	Senior Industrial Hygienist / Environmental Technician	85	/	hour
	Staff Engineer / Geologist / Scientist	90	/	hour
	Project Engineer / Geologist / Scientist	100	/	hour
	Project Manager	115	/	hour
	Associate	130	/	hour
	Principal	160	/	hour
	Senior Principal	220	/	hour
	Expert Consultation / Witness	Quote on Request		
Field Investigation Services	Drilling and Sampling with a 4-inch Auger	$ 150	/	hour
	Drilling and Sampling with Hollow Auger	175	/	hour
	Drilling and Sampling with Track-Mounted Rig	Add 75	/	hour
	Drilling and Sampling with Rotary Drill	Cost	+	15%
	Shelby Tube Sample	15	/	each
	Drilling Rig Mobilization			
	Metro Area	Hourly Rate		
	Outlying Areas (more than 1 hour, one-way)	2.50	/	mile
	Auto or Pickup Mileage (Out Of Town Mobilization)	0.60	/	mile
	Labor, Out-Of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants	Cost	+	15%
	Coring (2 Hour Minimum)	125	/	hour
	Asphalt Core Thickness	40	/	each
	Asphalt Core Density	40	/	each
	Deflection Testing – Benkelman Beam, Operator & Truck	175	/	hour
	Bond Testing	110	/	hour
Construction Observation and Materials Testing Services*	Earthwork: Compaction Testing	$ 65	/	hour
	Drilled Pier Installation	60	/	hour
	Asphalt Placement and Compaction	65	/	hour
	Concrete Strength Testing:			
	Testing & Cylinder Pick Up	50	/	hour
	Cylinders	15	/	cyl
	Flexural Beams	40	/	beam
	On Site Curing Service	70	/	month
	Maturity Meter Method	1,200	/	mix
	Data Loggers	65	/	mix
	Concrete Test Report	50	/	set
	Moisture Emissions Testing	60	/	hour
	Moisture Kit	35	/	each
	Shotcrete includes Preparation and Report (set of 5)	310	/	set
	Floor Flatness (FF and FL and/or 10 Foot Straightedge)	85	/	hour
	Reinforcement Placement Observation	60	/	hour
	Masonry Special Inspection	60	/	hour
	Masonry Shear	185	/	test
	Proof Load of Anchor or Dowels	85	/	hour
	Weld & Bolt Inspection	80	/	hour
	Framing Observation	80	/	hour
	Post Tension:			
	Strand Observation	60	/	hour
	Elongation Measurements	60	/	hour
	Sprayed on Fireproofing includes, when required:	60	/	hour
	Thickness Measurements, Density Per Sample, Bond Per Test			
	Report Review / Supervision for Construction Observation and Materials Testing Services (excluding Concrete)	50	/	test
	Overtime Charge Increase for work done on Saturday, Sunday and Holidays and off normal shift hours	20	/	hour
	Fuel charge may be assessed on individual project basis and based on market conditions.			

*Note: Time is charged for travel, testing and inspection and field report preparation (2 hour minimum trip charge)

Exhibit B Fee Schedule

EFFECTIVE JANUARY, 2014

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Soils Laboratory Services	Grain Size Analysis, 1-inch to #200 sieve	$ 50
	Grain Size Analysis, #200 sieve only	35
	Hydrometer Analysis	80
	Atterberg Limits (L.L. & P.I.), per set	70
	Natural Moisture and Density	15
	Specific Gravity	50
	Unconfined Compression - Soils	40
	Unconfined Compression with Stress / Strain Curve	50
	Unconfined Compression – Rock Cores, Peak Load Only**	100
	Unconfined Compression – Rock Cores with MOE**	Quote on Request
	Unconfined Compression – Rock Cores, MOE, Poisson's Ratio**	Quote on Request
	One-Dimensional Swell Test	45
	One-Dimensional Swell Test with Load Back for Swell Pressure	55
	Soil Suction, Per point	50
	One-Dimensional Time Consolidation Test	
	Set up and Initial Load	150
	Additional Increments	40
	Triaxial or Direct Shear Tests, per point	
	Unconsolidated-Undrained	115
	Consolidated-Undrained	380
	Consolidated-Undrained with Pore Pressure	400
	Standard Proctor Compaction Test (ASTM D 698)	110
	Modified Proctor Compaction Test (ASTM D 1557)	120
	Relative Density (ASTM D 4253 and D 4254)	165
	California Bearing Ratio (3 Points)	500
	Hveem Stabilometer (3 Points)	500
	Resilient Modulus	1,000
	Permeability	
	Flexible Membrane (Triaxial Cell)	400
	Remolded Sample (Falling or Constant Head)	250
	Back Pressure Odeometer	250
	Water Soluble Sulfates	45
	pH	40
	Resistivity, per Specimen (Natural Moisture and Saturated)	100
	Direct Shear	115
	Rock Testing	
	Specific Gravity	45
	Two-Cycle Slake-Durability, per point	95
	Unconfined Compression, per point	
	Peak Load Only	100
	With Stress / Strain Curve, Static E and Poisson's Ratio	Quote on Request
	Triaxial Compression-NX per point	130
	With Stress / Strain Curve, Static E and Poisson's Ratio	260
	Point Load Test	50
	**Additional for Sample Preparation of Rock Cores	
Specialized Testing and Services	Environmental Services	
	Environmental Assessment , Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	Industrial Hygiene and Safety Services	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	Biological Services	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	Geophysical Services	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	Specialized Testing Equipment Charges (Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density)	Quote on Request
	Benkelman Beam Testing	
	Benkelman Beam and Operator & Truck	$ 175 / hour
	NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	40 / hour

Exhibit B Fee Schedule

EFFECTIVE JANUARY, 2014

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Specialized Testing and Services (cont'd)	RAM Calibration			
	Less than 200 ton	450	/	each
	More than 200 ton	550	/	each
	Bond Testing	60	/	hour
	Torsional Strength Tests and Calibrations (up to 1 million in lbs.)	Quote on Request		