



POTOMAC
CROSSING
CONSULTANTS

a joint venture of
Parsons Brinckerhoff
URS Corporation
Rummel, Klepper & Kahl

6009 Oxon Hill Road, Suite 410
Oxon Hill, MD 20745
301-686-0000
Fax: 301-686-0001
www.wilsonbridge.com

August 29, 2003

PCC-GEN-1160
File 004.1

Mr. Robert D. Douglass - Director
Woodrow Wilson Bridge Project
Maryland State Highway Administration
6009 Oxon Hill Road, Suite 410
Oxon Hill, MD 20745

Subject: Woodrow Wilson Bridge Project
Construction Management & Inspection Services, Maryland Construction Contracts
Direct Expense Billing of Superior Grouting Services, Inc.

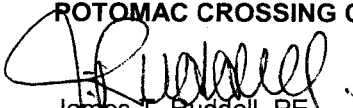
Dear Bob:

PCC requests your approval to engage Superior Grouting Services, Inc., to undertake a research and development effort to establish an effective way of correcting water leaks into the post-tensioning ducts in the bridge foundations. Superior Grouting Services' proposal No. K 7929-03 (enclosed) describes the proposed effort. We estimate that this R&D effort will cost approximately \$26,000.


Because of the relatively small dollar value of this R&D effort and the exigency of performing it, we propose to bill Superior Grouting Services as a direct expense rather than seeking approval for them as an additional subcontractor. We propose to tap the Undesignated Subconsultant (Direct) budget established under Supplement No. 2 for this purpose. If the R&D effort proves to be effective and the Administration desires that PCC engage Superior Grouting Services to perform production grouting on a larger scale, a separate, follow-on acquisition method will be proposed.

Our records show that about \$38,000 of the \$100,000 made available for this category of expenditure under Supplement No. 2 has been obligated thus far; hence sufficient resources are available to cover this request. We propose to bill this activity through URS Corporation. In order to be able to pay Superior Grouting Services in a timely way, we propose to advance-bill \$26,000 on the next invoice. Your signature below on behalf of MSHA will allow PCC to engage Superior Grouting Services for this purpose.

Sincerely,
POTOMAC CROSSING CONSULTANTS

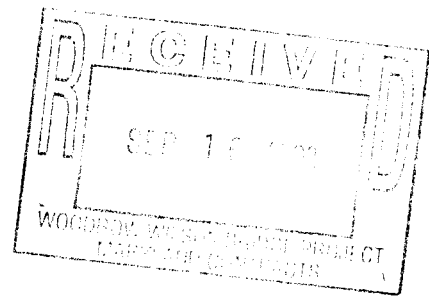

James T. Ruddell, PE
Construction Manager

Agreed to by:
MARYLAND STATE HIGHWAY ADMINISTRATION


Robert D. Douglass, Director
Woodrow Wilson Bridge Project

Enclosure

cc: Paul Gudelski
Mike Bonin
Steve Matty
Larry Anderson
Lewis King
Document Control



SGS

Your Concrete Restoration Specialist

Superior Grouting Services, Inc.Pressure Grouting, Epoxy Crack Injection, Leak Sealing
Concrete & Masonry Repair, Soil Grouting, Compaction GroutingPhone: (301) 322-7878
Fax: (301) 779-7110
MHIC # 23076944300 48th Street
Bladensburg, MD 20710**PROPOSAL NO. K 7929-03**

August 28, 2003

Potomac Crossing Consultants
6711 Oxon Hill Road
Oxon Hill, MD 20745

Attn: Mr. Ron Fletcher

Re: Woodrow Wilson Bridge Duct Grouting

Gentlemen:

Superior Grouting Service, Inc. (SGS) proposes to furnish all labor, grouting equipment and supervision required, except as noted below, for research and development and grouting of leaks in a post-tension duct for the above referenced project as marked by client.

SCOPE OF WORK:

- SGS proposes to provide a Foreman and a two man crew or man power as needed to grout off leaks in post tension cable reducer.
- SGS proposes to provide the research and development for building and testing a packer system.
- The purpose is to isolate the fiberglass reducer from the loop pipe connection section to permit grouting of leaking post-tension duct.
- SGS provide cleaning of duct after grouting operation.

SCHEDULE:

SGS agrees to start work on the job within two weeks, or earlier if men and equipment are available after receiving signed contract and a notice to proceed. SGS crew's normal working hours are from 6:30 AM to 2:30 PM, Monday through Friday. Some work will be done off site. All field work on this project will be perform on an off hour schedule.

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WORK TO BE DONE BY OTHERS:

The following work is to be performed by contractors other than SGS and the cost of such work is not included in this proposal

- Potomac Crossing Consultants will provide any lifting of equipment if necessary to get to work area.
- Camera service to set packers.
- Work lights.
- Source of compressed air.
- Work platform.

SUPPORT BY OTHERS:

Items to be furnished by the owner to this contractor at no cost to SGS.

1. Access to the area of work
2. Parking for vehicles and equipment close to the work area.
3. Storage area close to the work area for material and equipment
4. Any and all permits, special insurance or bonding that may be required
5. Any engineering drawings that may be required
6. Potable water for mixing grout and equipment cleaning.
7. Exact location of leaking post-tension duct and distance to reducer. SGS will not be responsible for any damage to any unmarked or inaccurately marked duct or grout entering adjacent ducts.
8. Work platform.
9. Sanitary facilities for use by SGS close to area of work.
10. 120 volt electric @ 20 amps.
11. Potable water for grouting and fire hydrant access for cleaning crew.
12. Cleaning crew need access to work area within 350' for vacuum truck.

PRICE:

| | |
|--|-------------------------|
| Mobilization - | Lump sum- \$ 2,000.00 |
| Research and Development - | Lump sum- \$ 6,500.00 |
| 3 Man work Crew and Equipment up to 8hr. - | Per shift - \$ 2,795.00 |
| AV-100 Grout Mixed - | Per Gal. - \$ 11.00 |
| Additional Packers if needed- | (Cost plus 30%) |
| Cleaning Crew charge estimate (10hr.) - | Per Shift- \$ 5,070.00 |
| Overtime Rate for Grouting Crew - | Per Man hour-\$ 88.00 |

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Note: Research and Development fee includes one set of packers (one 4" and one 10"). SGS crew rate per shift starts in our shop and ends when we leave the job site and includes our final demobilization of equipment.

PAYMENT TERMS:

Work will be invoiced immediately after completion and payment is due within 15 days of SGS invoice date. An interest charge of 1 1/2% per month on any unpaid balance will be charged on any amount outstanding beyond the 30 day period.

No retainer shall be withheld from any payments

GENERAL CONDITIONS:

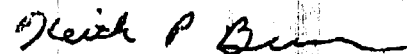
For General Conditions, see Attachment A.

EXPIRATION:

This proposal may be withdrawn if not accepted within thirty (30) days from this date.

Very truly yours,

SUPERIOR GROUTING SERVICES, INC.



Keith Burns
Project Manger

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ACCEPTANCE OF PROPOSAL:

The conditions, specifications, prices and General conditions are hereby accepted. SGS is authorized to proceed to do this work and payment will be as stated above.

ACCEPTED BY:

Authorized Signature

Printed Name

Title

Date

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SUPERIOR GROUTING SERVICES, INC.
GENERAL CONDITIONS

Attachment A

1. Unforeseen or Unknown Condition. Superior Grouting Services, Inc., (SGS) will take reasonable precautions to minimize damage that might result from work done under this agreement. Due to the nature of this work and the condition under which it is performed SGS cannot be liable for claims resulting from damage to subsurface structures, conduits, electric conduits, pipes, utility lines, drainage systems, ducts or the structure and its contents.
2. Acceptance of this Proposal shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing SGS to commence preparation for work will constitute acceptance by Buyer of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
3. Payment for work performed on a time and material or unit price basis shall be made for work actually performed and materials actually used at the unit prices stated in the proposal, regardless of the budget estimate.
4. Minor repairs and adjustments of equipment operated on the project are considered normal and a part of the work under the contract. The cost of such minor delays, incident to such repairs or adjustments are chargeable under time and material contracts.
5. No back charges or claims shall be valid except by the agreement in writing by SGS.
6. All sums not paid when due shall bear interest at the rate of 1 1/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less, plus all costs of collection, including reasonable attorney's fees.
7. If payment is not made to SGS as herein provided, then SGS may stop work without prejudice to any other remedy it may have.
8. If on-site work is required, Buyer is to prepare all work areas so as to be accessible for SGS's works. SGS will not be called upon to start work until sufficient areas are ready to allow logical, continued and efficient progress of the work until completion.
9. After acceptance of this Proposal, and unless otherwise stated, SGS shall be given a reasonable time in which to make delivery of materials or labor to commence and complete its performance. SGS shall not be responsible for delays or defaults of any kind, including, but not limited to: Delays caused by the owner, general contractor, other contractors, architect, engineers, armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocation; fires, floods accidents and acts of God.
10. The terms of SGS's warranty shall be stated in the referenced warranty documents, the terms and conditions of which are herein incorporated by reference. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Work called for herein is to be performed during SGS's regular working hours. Overtime rates will be charged for all work performed outside such hours at established overtime rates.

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SUPERIOR GROUTING SERVICES, INC.

General Conditions - Attachment A

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12. If a contract/subcontract is to be used, then such form shall be the current AIA Standard form Contract Document A101 or Subcontract Document A401.
13. Notwithstanding any contract provision elsewhere contained, SGS may file a lien, claim, or notice thereof on its behalf in the event that any payment is not made as and when provided for.
14. These Conditions of Proposal shall not be construed to make SGS's Proposal non-responsive to any necessarily applicable written specified conditions or requirements concerning the work to which this Proposal may be addressed. These Conditions of Proposal are intended to be effective to the full extent not inconsistent with or repugnant to such necessarily applicable specified conditions or requirements.
15. Should any of these Conditions of Proposal be void for any reason, only such void portions shall be inapplicable, the remaining Conditions or portions thereof shall have full force and effect.
16. Payment by buyer for SGS's performance is not, under any circumstances, subject to any contingencies or conditions precedent or subsequent other than SGS's performance pursuant to this Proposal.
17. This Proposal and any previous or subsequent agreement between SGS and Buyer is not intended to inure to the benefit of any party other than buyer, provided, however, that obligations imposed upon Buyer shall bind to its successors, assigns, sureties, insurers, officers, principals and heirs.
18. The work to be performed involves specialty technical services and is to be performed by representatives of SGS. Pricing does not include personnel or wages which may be imposed by local trade agreements, standby time, nor government imposed wages.
19. Liability. Superior Grouting Services, Inc. agrees to accept responsibility, in accordance with generally accepted principles, for correction of defects in workmanship and direct damages to property (excluding damage caused by unforeseen or unknown conditions) as a result of Superior Grouting Services, Inc. failure to perform in accordance with the provisions of this agreement. Superior Grouting Services, Inc. obligations and liabilities under this agreement for alleged failures shall not extend to indirect, punitive, special or consequential damages, or losses the Client may suffer in connection therewith such as, but not limited to, loss of revenue or profits, damage or loss of the Client's ability to operate, or shut down its plant or operation, loss of use of facilities or inability to fulfill contracts with third parties.
20. Warranty. SGS guarantees work will be performed in a workmanlike manner and in conformation with the contract documents. SGS' liability for defects under this warranty shall be limited to the remedying of defects in workmanship.