



February 19, 2019

Number of Pages: 5

Attention: Gregory Hoffman

McBride Corporate Real Estate (*referred to as 'Purchaser'*)
240 Frisch Court, Suite 105
Paramus, NJ 07652

Subject: Budget Estimate for Installation of Controlled Modulus Column (CMC) Rigid Inclusions

Name & Location: Proposed Commercial Development at 65 US Highway 46 – Pine Brook, New Jersey

Menard (*Subcontractor*) is pleased to offer this proposal for installation of CMC ground improvement.

1. Design and Installation Parameters

This budget estimate offers CMC Rigid Inclusions beneath the proposed 86,000 square foot commercial building and an outparcel commercial building of approximately 4,900 square feet to treat loose/soft soils up to a maximum depth of 25 feet from working grade.

- 1.1. Finished Floor Elevation of +178. Requires up to 2 feet of fill.
- 1.2. Working Elevation of +177.
- 1.3. CMC support provided as follows.
 - a. Column footings requiring support with maximum column loads of 100 kips. Final unfactored column loads are required for CMC design.
 - b. Continuous strip footings require support with maximum linear loads of 10 kips/ft.
 - c. Up to 5 ksf bearing capacity required for spread footing foundations.
 - d. Support for the slab on grade is included at a maximum live load of 250 psf.
- 1.4. Load transfer platform (LTP) thickness of 6-in below footings and 36-in below slabs on grade and shall consist of Dense Graded Aggregate (Recycled Concrete Aggregate), per Subcontractor spec.
 - a. **It is understood that a Load Transfer Platform may be not available due to site constraints. Therefore, Menard proposal utilizing a steel fiber reinforced slab on grade. The slab on grade will be responsibility of the Purchaser, but for estimating purposes, the Purchaser can assume a 6 inch slab on grade. The steel fibers typically add approximately \$2.50 per SF to the cost of a standard slab on grade. The Purchaser should account for this contingency in their pricing.**
- 1.5. Post-Construction Settlements of 1-in total and ½-in differential between adjacent columns will be targeted within the CMC treatment zone.

2. Scope of Work Provided by Subcontractor

- 2.1. Design of CMC system (Rigid Inclusions and Load Transfer Platform) and detailing of working platform (typically minimum of 1 foot thick).
- 2.2. Mobilization of equipment and labor to the project site, including transportation permits.
- 2.3. Performance of one load test per standard Subcontractor testing procedure (based on ASTM 1143 Quick Method).
 - a. Subcontractor will proceed in full CMC production until the test columns have cured.
- 2.4. Supervision, labor, tools, materials, and equipment for installation of CMCs under OSHA Level D conditions.
- 2.5. Installation of CMCs in accordance with Subcontractor's design and shop drawings.

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- 2.6. All CMC cut-offs that are above the water table and within 6 feet of the working surface elevation to design elevation, approximately 6-in (+/- 6-in) from cut-off elevation.
 - a. Careful excavation must be performed beginning 3-in above top of CMC (hand dug or small bucket).
 - b. In no case will the CMC be cut-off below the water table or at a depth greater than 6 ft.
- 2.7. Stockpiling of all spoils generated from the operation directly adjacent to the work area.
 - a. Approximate spoils are estimated to be 750 cubic yards.
- 2.8. Provision of a red-lined drawing showing the final CMC locations. Survey location not required.

3. Pricing and Schedule

	Quantity	Unit	Unit Price	Total Price
CMC Installation	1	LS	\$725,000	\$725,000

- 3.1. Mobilization can typically occur within four to six (4-6) weeks of receiving the signed contract/purchase order.
- 3.2. Production work will take four to six weeks to complete after mobilization, setup, and testing.
- 3.3. Work will be performed continuously, with 8-10 hour daylight shifts, Monday to Friday, except holidays.
- 3.4. Delays caused by the Purchaser or his agents will be charged at a rate of \$1,500 per rig-hour.
- 3.5. Where obstructions or stiff/dense ground is encountered that cannot be penetrated by normal CMC installation, we will attempt to install a new CMC at a location selected by our design staff. Subcontractor will be compensated for all CMCs installed, regardless of length.

4. Scope of Work Provided by Purchaser

- 4.1. Obstruction removal (above or below grade), site grubbing, and protection of all public and private services. Obstructions may include, but not limited to, underground/overhead utilities, tree stumps, wood, brush, pavement, stumps, concrete foundations or footings, asphalt, metal, debris, or rubble.
- 4.2. Working platform established at least 2 feet above ground water and 5 feet beyond the edge of CMC layout, using a free draining dense graded aggregate (or similar), with no slopes greater than 3%. Working platform shall not sink or rut under Subcontractor's equipment (up to 160,000 lbs) and may require Purchaser maintenance during Subcontractor's work.
- 4.3. Site access, including uninterrupted and unimpeded access for continuous work of all Subcontractor's operations and material delivery, with access ramps at a minimum of 20 feet wide and 10% max slope. This includes provision of all flagging, traffic maintenance, street cleaning, and wheel wash, if required.
- 4.4. Survey, including four elevation control points in close proximity to the project site, and layout of each individual CMC location with a numbered wire pin flag wrapped around a surveying nail.
- 4.5. Provision of water within 100 feet of working area (min. 20 gpm), port-a-johns, and trash removal.
- 4.6. Provision of material, placement and compaction of the working platform and LTP and cost of the steel fiber slab on grade.
- 4.7. All site work including erosion/dust control, intermediate and final surface grading and compaction, dewatering, compaction of platform, stone backfill for placement over columns, footing excavation, removal of CMC spoils and grout waste from the site, and provision of an area for disposal of grout washout from ready-mix trucks.
- 4.8. Agreed upon area for tooling and equipment laydown.
- 4.9. Security, fencing, and necessary provisions to protect the work area, people, and equipment.
- 4.10. Cut-offs for all CMC that are reinforced or cut-off elevations that are below the water table, greater than 6 feet below working surface, or where the top of CMC is high but within the +/- 6-inch tolerance stated above.



- 4.11. All third-party inspection, including grout testing and placement, compaction and certification of the LTP. Menard requires LTP inspection reports sealed by a Professional Engineer showing that the LTP has been installed in accordance with the CMC design.
- 4.12. Up to one month of accommodation of our rig and equipment on site before and/or after our work.

5. **GENERAL EXCLUSIONS**

- 5.1. Site specific training, drug testing, medical surveillance, and/or safety classes.
- 5.2. Utility Location, pot-holing, protection/responsibility of adjacent utilities not in their marked locations.
- 5.3. Winter conditions, which includes heated grout, warming blankets, and loss of efficiency due to cold weather.
- 5.4. Local, state, or federal taxes. Sales tax on permanent materials is not included.
- 5.5. Liquidated or Consequential Damages.
- 5.6. Additional precautions and costs should hazardous waste or contamination be encountered.
- 5.7. Payment of all permits, including but not limited to underground and overhead permitting.
- 5.8. Additional personnel such as master mechanics, oilers, and apprentices.
- 5.9. Predrilling/pre-augering/pre-loosening/pre-punching or overcoming/bypassing obstructions.

The following information was used to develop this concept and price:

- Preliminary Geotechnical Investigation Study, prepared by Langan, dated February 4, 2019

All items and services required to complete the project which are not specifically identified in the Subcontractor's scope of work are to be provided by the Purchaser. Budget estimate is valid for 30 days from the date written. After 30 days, escalation costs on labor, equipment, and material may occur. There are no agreements or understandings between the parties other than those stated herein for the work covered by this Budget estimate. This budget estimate is contingent upon approval of the Subcontractor's design, means and methods, and acceptance of mutually agreeable contract terms. In the event that this budget estimate is made part of another mutually agreed upon contract document, the Purchaser agrees that this budget estimate will be the prevailing document.

Sincerely Yours For,
MENARD GROUP USA

Rob Wyman
Regional Sales Manager

Attached: Terms and Conditions



I - Terms and Conditions

General Conditions: If any of the conditions on which this Proposal is based are changed, Menard will be reimbursed for any additional costs incurred because of the changed conditions plus a reasonable mark-up for overhead and profit.

Confidentiality: The information in this Proposal is provided by Menard for the sole purpose of securing the work described in this Proposal. The information contained herein is confidential and shall not be shared with any third party or parties without the expressed written consent of Menard. All intellectual property rights of information contained within this Proposal shall remain with Menard

Insurance: If Menard is required to purchase an Owner's Protective Policy, the Purchaser shall reimburse Menard for the premium incurred thereby. The Purchaser and Menard shall each protect their respective interests against loss by fire. The Purchaser shall be responsible for all extra insurance necessary should hazardous waste be encountered at the jobsite. Menard will provide Liability Insurance with the following limits: Workmen's Compensation: Statutory; Comprehensive General Liability Insurance: Combined Single Limit, Bodily Injury and Property Damage-\$1,000,000.00; Automobile Liability Insurance: Combined Single Limit, Bodily Injury and Property Damage-\$1,000,000.00

Payment Terms: The price stated in the Proposal is based on the quantities defined in this Proposal. The lump sum shall be paid each month pro rata the overall percentage of completion of the Work. ***An initial payment in the amount of ten (10%) percent of the total Contract Sum shall be paid within thirty (30) days after Menard's receipt of a signed contract document or a written notice to proceed, whichever is earliest.*** The Purchaser agrees to make payment within thirty (30) calendar days from the date of the invoice. All retention, if required, will be paid within sixty (60) days of completion of our work. All payments shall be made in US currency. Payments due to Menard and unpaid by Purchaser shall bear interest from the date payment is due at a rate of 1.5% per month (18% annual) for all months or parts of a month that payment is due and unpaid. In the event of disputed monies, the Purchaser shall make payment to Menard in the amount of the invoice less the amount of the disputed monies. Payment shall not be considered as final until both Purchaser and DGI-MENARD, Inc. have agreed upon, settlement of the disputed monies in writing. All current and/or past due monies owed DGI-MENARD, Inc., including retainage and unsettled claims, from previous contracts must be paid in full prior to execution of any new contract or commencement of any work by DGI-MENARD, Inc.

Delays: Any delays that result from factors beyond Menard's control or scope of work, including but not limited to acts by Purchaser or others, shall be grounds for charges to the Purchaser. Payments for stand-by time and delays will be made to Menard at an agreed upon rate.

Hazardous Waste: Should hazardous waste be encountered on this project, all associated costs, including extra precautions, are excluded from this Proposal and will be considered as extra to the contract price.

Force Majeure: Menard shall not be liable to the Purchaser for default or delay in the performance of its work covered by this Proposal when such default or delay is caused by strike, riot, war, governmental action, acts of God, or any other similar event which is beyond the control of DGI-MENARD, Inc.

Set-Offs: In no event shall Purchaser have a right of set-off or deduct any monies or other compensation owing from Menard to Purchaser against any amounts payable by Purchaser to Menard which are now due or which shall become due for Menard's work covered by this Proposal.

Indemnification: Menard shall indemnify and hold harmless the Owner and Contractor (if applicable) from and against claims, damages, losses and expenses arising out of or resulting from Menard's performance of the Work covered by this Proposal, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Menard, its subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Consequential Damages: The Purchaser and Menard waive claims against each other for consequential damages arising out of or relating to the work covered by this Proposal, including without limitation, any consequential damages due to either party's termination of any Subcontract for the work covered by this Proposal.

Law and Venue: The terms and provisions of this Proposal shall be governed by and interpreted in accordance with the Laws of The Commonwealth of Pennsylvania. Any action arising out of this Proposal must be brought, maintained and resolved in the appropriate court of jurisdiction in the city of Pittsburgh, Pennsylvania.