

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR CONSTRUCTION ENGINEERING PROFESSIONAL SERVICES FOR THE WIDENING AND RECONSTRUCTION OF PEACE ROAD NEAR FAIRVIEW IN AN AMOUNT NOT TO EXCEED \$160,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City Engineer recommends retaining Hampton, Lenzini, and Renwick, Inc. to perform engineering services for the widening and reconstruction of Peace Road in an amount not to exceed \$160,000 pursuant to the terms of the agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager or City Engineer to execute the Agreement attached hereto and incorporated herein as Exhibit A, and further direct the City Manager or City Engineer to perform such acts which may be necessary to effect the Agreement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Larson, Perkins.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

EXHIBIT A
Scope of Service
Peace Road and Fairview Drive
City of DeKalb

SCOPE OF SERVICES

The City of DeKalb (hereinafter the "Client") has requested professional engineering services for Construction Inspection Assistance for the Peace Road and Fairview Drive (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Review of the Phase II Plans
- Attendance at the PreConstruction Meeting
- General Schedule provided by the Contractor

The following is a list of basic project understandings

- Zachary Gill, City Engineer, will be the Resident Engineer and HLR will provide support services.
- HLR will provide staff engineering staff, typically a sub-professional, to assist 3 days a week. The staff will be trained on IDOT Documentation and CMMS. A work day is considered an 8-hour work day. Ideally a consistent schedule (ie. M-W-F) would be established with some exceptions.
- Minimal support is included by an experienced HLR Resident Engineer for clarification of procedures, documentation, and any other assistance that may arise.

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Notice to Proceed	August 15, 2022
Start of Construction	September 1, 2022
End of Construction	September 1, 2023

PHASE III Construction ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be a total of **180 workdays** of which HLR will only be present part-time as described above. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than **120 hours**. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the

contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Resident Engineer – Part-Time (2-hours/week)
- One Inspectors – Part-Time (24-hours/week)

The following items are included in the construction engineering scope of services:

1. **Pre-Construction Services**

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

2. **Construction Services**

□ **Verify Construction Layout:** HLR will provide line/grade assistance and confirm layout for the work. This does not include and survey services to document quantities like earth excavation. If this service is needed, extra compensation will be required.

□ **Resident Engineer/Technician:** HLR will provide part-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.

□ **Documentation:** Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).

□ **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will not be sent to the Client weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.

□ **Material Tracking / Yield Checks:** HLR will schedule and coordinate with our geotechnical sub-consultant to provide testing concrete and asphalt in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.

□ **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic

control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

3. **Post-Construction Services**

- **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- **Final Quantities:** HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Client's requirements.

4. **General Conditions:**

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Construction Observation

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.



CITY OF DEKALB
PROPOSED CONSTRUCTION ENGINEERING SERVICES
PEACE ROAD AND FAIRVIEW DRIVE
DETAILED COST BREAKDOWN

		Employee Classification					
Task	Description	E6	E5	E1	Direct Costs	Hours	Fee
1. CONSTRUCTION ENGINEERING							
	Project Administration and QA/QC	28				28	\$ 5,460.00
	Pre-Construction Services - (2 Weeks Part Time - Aug 15 to Aug 31, 2022)		16	48		64	\$ 7,840.00
	Project Setup and Quantity Review						
	Construction Services (Part Time Assistance Only - September 1 to December 9, 2022) - 2 hours Experienced RE / 24 hours Young Engineer per week		26	312		338	\$ 37,310.00
	Construction Services (Part Time Assistance Only - March 20 to September 1, 2023) - 2 hours Experienced RE / 24 hours Young Engineer per week		46	557		603	\$ 66,584.00
	Verify Construction Layout						
	Construction Observation						
	Erosion and Sediment Control Inspections						
	Traffic Control / Site Cleanliness Monitoring						
	Progress Meetings						
	Stakeholder Coordination						
	QA Material Testing				\$ 27,000.00		\$ 27,000.00
	Post-Construction Services		40	80		120	\$ 15,400.00
	Punchlist and Final Inspection						
	Final Agreement to Quantities						
	Permit Closing and Job Box Submittal						
Total		28	128	997	\$ 27,000.00	1153	\$ 159,594.00



TESTING SERVICE CORPORATION

DeKalb Office

660 North Peace Road Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

August 9, 2022

Mr. Randal G. Newkirk, P.E.
Hampton, Lenzini and Renwick Inc.
380 Shepard Drive
Elgin, Illinois 60123

RE: P.N. 69,452
Construction Material Engineering
Peace Road Reconstruction
between I-88 (WB Exit Ramp) to Illinois Route 38
IDOT Contract 87750
DeKalb County
Sec. 15-00185-00-WR
Project SYHG 876 ()
Route MS 9700 (Peace Road)

Dear Mr. Newkirk:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Hampton, Lenzini and Renwick Inc.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Assurance Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Assurance Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Assurance Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

- **Laboratory**

- Perform laboratory compaction curve for each soil type used.
- Determine density and thickness for core samples submitted by contractor.
- Aggregate gradation and soundness analysis.
- Perform compressive and flexural strength tests for concrete cylinders and beams.
- Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Twenty-Seven Thousand Dollars (\$27,000.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Hampton, Lenzini and Renwick Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2022.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Randal G. Newkirk, P.E.
Hampton, Lenzini and Renwick Inc.
380 Shepard Drive
Elgin, Illinois 60123
Tel: 847.697.6700
Cell: 630.803.7508
email: newkirk@hlreng.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

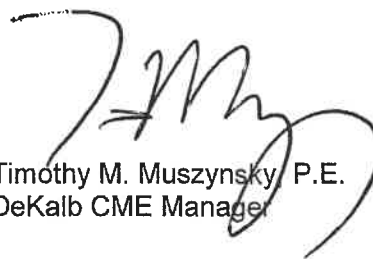
Respectfully Submitted,

TESTING SERVICE CORPORATION

Prepared by:



Steven R. Koester, P.E.
Vice President



Timothy M. Muszynsky, P.E.
DeKalb CME Manager

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 112.00
B. Material Tester II	Per Hour:	\$ 115.00
C. Transportation, Light Vehicle	Per Trip:	\$ 55.00

The time is portal-to-portal from the office servicing the project.
Increase hourly rate by 1.5 for over 8.0 hours per day or Saturday .
Increase hourly rate by 1.7 for Sunday or Holiday work.
The minimum trip charge for 0 to 4 hours is four (4) hours and for
4 to 8 hours is eight (8) hours Monday through Friday and eight (8)
hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced
at the Graduate Engineer Rate.

D. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 50.00
E. Pickup Concrete Test Samples		
1. Fewer than 20 Cylinders at Grade Level	Per Trip:	\$ 100.00
2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip:	\$ 150.00
F. Structural Steel Test Equipment		
1. Ultrasonic Flaw Detector	Per Day:	\$ 50.00
2. Magnetic Particle Yoke	Per Day:	\$ 35.00
G. Dynamic Cone Penetrometer (DCP)	Per Day:	\$ 50.00

ITEM II LABORATORY SERVICES

A. Soils		
1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 210.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 200.00
c. Add for Methods B, C, or D	Each:	\$ 20.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 20.00

b. Unconfined Compressive Strength	Each:	\$ 20.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 16.00
b. Spares/Handling Charge	Each:	\$ 16.00
c. Trim End of Specimen When Necessary	Additional:	\$ 10.00
2. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 19.00
b. Spares/Handling Charge	Each:	\$ 19.00
c. Trim End of Specimen When Necessary	Additional:	\$ 10.00
3. Concrete Beams for Flexural Strength Testing	Each:	\$ 50.00
4. Mortar Cubes		
a. Compressive Strength	Each:	\$ 19.00
b. 2" Cube Mold	Per Day:	\$ 8.00
5. Contractor Made Cylinders	Each:	\$ 30.00
a. Trim End of Specimen When Necessary	Additional:	\$ 10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each:	\$ 350.00
b. Cement/Aggregate Ratio	Each:	\$ 50.00
7. Masonry Block Prisms	Each:	\$ 50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each:	\$ 100.00
b. Unwashed	Each:	\$ 75.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 210.00
b. Washed	Each:	\$ 230.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 210.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 100.00
4. Determining Asphalt Content by Ignition Oven	Each:	\$ 112.00
5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 200.00
6. Bulk Density of Core Specimens	Each:	\$ 50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 175.00
C. Graduate Civil Engineer	Per Hour:	\$ 160.00
D. Daily Engineering Services	Per Hour:	\$ 160.00
D. Transportation		
1. Light Vehicle	Trip Charge:	\$ 55.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile:	\$ 0.60
3. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2022.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by Hampton, Lenzini and Renwick Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	40.0	115.00	\$ 4,600.00
2	Material Tester II, Overtime	Hour	0.0	172.50	\$ 0.00
3	Travel, Light Vehicle	Trip	10	55.00	\$ 550.00
4	Nuclear Moisture Density Gauge	Day	10	50.00	\$ 500.00
5	Soil, Water Content and Dry Unit Weight Determination	Each	10	20.00	\$ 200.00
6	Laboratory Compaction Curve (Standard)	Each	4	200.00	\$ 800.00
7	Sieve Analysis, Aggregate	Each	1	100.00	\$ 100.00
Sub-Total:					\$ 6,750.00

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	32.0	112.00	\$ 3,584.00
2	Material Tester I, Overtime	Hour	0.0	168.00	\$ 0.00
3	Travel, Light Vehicle	Trip	8	55.00	\$ 440.00
4	Pickup Test Samples	Each	8	100.00	\$ 800.00
5	Concrete Test Cylinders (6"x 12")	Each	32	19.00	\$ 608.00
6	Concrete Test Cylinders (4"x 8")	Each	0	16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each	0	100.00	\$ 0.00
Sub-Total:					\$ 5,432.00

Peace Road Reconstruction - DeKalb, Illinois
P.N. 69,452 - August 9, 2022

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	72.0	112.00	\$ 8,064.00
2	Material Tester I, Overtime	Hour	0.0	168.00	\$ 0.00
3	Travel, Light Vehicle	Trip	12	55.00	\$ 660.00
4	Pickup Test Samples	Each	0	100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	12	50.00	\$ 600.00
6	Bituminous Concrete Extraction Analysis	Each	2	210.00	\$ 420.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	2	210.00	\$ 420.00
8	Density of Core Sample	Each	14	50.00	\$ 700.00
Sub-Total:					\$ 10,864.00

Estimate Basis:

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	0	175.00	\$ 0.00
2	QA Manager	Hour	24.5	160.00	\$ 3,920.00
Sub-Total:					\$ 3,920.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 26,966.00

RECOMMENDED BUDGET: \$ 27,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____