



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

LETTER OF TRANSMITTAL

DATE: January 16, 2017

SENT VIA:

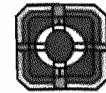
PROJECT NO: 170033

ATTENTION: Kurt Corrigan

SUBJECT: 108th Avenue Bike Trail

- STANDARD MAIL
- FEDEX
- UPS
- HAND DELIVERY

TO: Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462



ORLAND PARK

Register ITEM

2016-0825

100% Village Cost.

WE ARE SENDING YOU ATTACHED:

COPIES	DATE	NO.	DESCRIPTION
2			Executed Contracts

THESE ARE TRANSMITTED AS CHECKED BELOW:

<input type="checkbox"/> FOR APPROVAL	<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> AS REQUESTED	<input type="checkbox"/> FOR REVIEW AND COMMENT
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REMARKS:

COPY TO:

BY: W. Daniel Crosson, PE
Vice President
Head, Construction Engineering Dept.

Local Agency Village of Orland Park	L O C A L A G E N C Y  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Christopher B. Burke Engineering, Ltd.
County Cook			Address 9575 W. Higgins Road, Suite 600
Section 15-00076-00-BT			City Rosemont
Project No. CMM-4003(691)			State IL
Job No. C-91-223-16			Zip Code 60018
Contact Name/Phone/E-mail Address Kurt Corrigan / 708.403.6123 kcorrigan@orland-park.il.us			Contact Name/Phone/E-mail Address W. Daniel Crosson, PE / 847.823.0500/dcrosson@cbbel.com

THIS AGREEMENT is made and entered into this 4th day of January, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	<u>108th Avenue Bike Trail</u>	Route	<u>FAU 2695</u>	Length	<u>926 feet</u>	Structure No.	<u>N/A</u>
Termini	<u>Jillian Road to 153rd</u>						

Description: East side of 108th Avenue. Project begins on the north side of Jillian Road (Station 10+84.35) and ends at the south side of 153rd Street (Station 20+10.35). A gross and net distance of 926 feet (.18 miles)

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

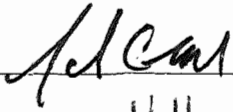
Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$32,286.05
Sub-Consultants:		
Testing Service Corporation	35-0937582	\$3,084.00
Sub-Consultant Total:		\$3,084.00
Prime Consultant Total:		\$32,286.05
Total for all Work:		\$35,370.05

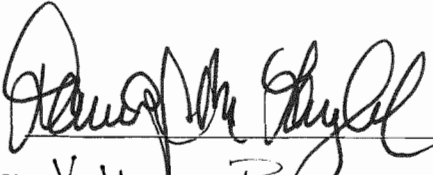
Executed by the LA:

Village of Orland Park

(Municipality/Township/County)

ATTEST:

By: 
Village Clerk

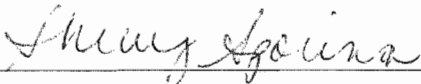
By: 
Title: Village President

(SEAL)

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

ATTEST:

By: 
Title: Notary public


By: 
Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE
Title: President

Exhibit A - Construction Engineering

Route: FAU 2695
 Local: Village of Orland Park
 (Municipality/Township/County)
 Section: 15-00076-00-BT
 Project: CMM-4003(691)
 Job No.: C-91-223-16

*Firm's **approved rates** on file with
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 123.2 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Preconstruction Services	Engineer III	20	42.63	852.60	1050.41	0	0	284.34	2187.35
Construction Observation	Engineer III	150	43.63	6394.50	7878.02	0	975.00	2273.94	17521.46
Project Documentation	Engineer III	30	42.63	1278.90	1575.61	0	0	426.51	3281.02
Materials QA	Engineer III	5	42.63	213.15	262.60	3084.00	0	71.09	3630.84
Project Closeout	Engineer III	80	42.63	3410.40	4201.61	0	0	1137.37	8749.38
Totals		285.00		12149.55	14968.25			4193.25	\$35,370.05



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

October 20, 2016

Mr. Daniel Crosson
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, Illinois 60018-4920

RE: P.N. 57,734
Construction Material Engineering
Orland Park Bike Path, FAU 2695
Orland Park, Illinois

Dear Mr. Crosson:

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 Christopher B. Burke Engineering, Ltd.

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

- **Field Quality Control 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 Control 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 Control 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.

- **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 Three Thousand Eighty Four Dollars (\$3,084.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Christopher B. Burke Engineering, Ltd. 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, 2016.

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. Daniel Crosson
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, Illinois 60018-4920
Tel: (847) 823-0500
Fax: (847) 7823-0520
email: dcrosson@cbbel.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



for
Thomas J. Morris, P.E.
President

Prepared By,



Michael D. Billings
Vice President

TJM:MDB:lm

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: \$ 112.50 |
| B. Material Tester II | Per Hour: \$ 112.50 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: \$ 125.00 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.3 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.5 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. Transportation, Light Vehicle | Per Mile: \$ 0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day: \$ 35.00 |
| F. Pickup Concrete Test Samples | Per Trip: \$ 90.00 |

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: \$ 190.00 |
| b. Standard(AASHTO T99, ASTM D698) | Each: \$ 180.00 |
| c. Add for Methods B, C, or D | Each: \$ 18.00 |
| 2. Thin-Walled Tube Samples | |
| a. Combined Water Content & Dry Unit Weight Determination | Each: \$ 18.00 |
| b. Unconfined Compressive Strength | Each: \$ 12.00 |
| B. Portland Cement Concrete/Aggregates | |
| 1. Concrete Test Cylinders (6"x12") | |
| a. Compressive Strength | Each: \$ 17.50 |
| b. Spares/Handling Charge | Each: \$ 17.50 |
| c. Trim End of Specimen When Necessary | Each: \$ 30.00 |

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 17.50
b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 30.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 45.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2016.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Christopher B. Burke Engineering, Ltd. 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.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8.0	112.50	\$ 900.00
2	Travel, Light Vehicle	Mile	120	0.60	\$ 72.00
3	Pickup Test Samples	Each	2	90.00	\$ 180.00
4	Concrete Test Cylinders (6"x 12")	Each	8	17.50	\$ 140.00
Sub-Total:					\$ 1,292.00

Estimate Basis: Two site visits to test and sample concrete placed for sidewalks and combination curb and gutter.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8.0	112.50	\$ 900.00
2	Travel, Light Vehicle	Mile	120	0.60	\$ 72.00
3	Nuclear Moisture Density Gauge	Day	1	35.00	\$ 35.00
4	Density of Core Sample	Each	5	45.00	\$ 225.00
Sub-Total:					\$ 1,232.00

Estimate Basis: One site visit to monitor the compaction of the bituminous surface course. One plant visit to pick up core samples for density determinations.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	140.00	\$ 560.00
Sub-Total:					\$ 560.00

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

Estimated Total:	\$ 3,084.00
RECOMMENDED BUDGET:	\$ 3,084.00



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.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:
Project Address:
City / State / Zip:
Project Manager:
E-Mail:
Telephone:
Fax:
Site Contact:
E-Mail:
Telephone:
Fax:

Send Invoice To:

Purchase Order Number:
Attention:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Important Notes:

[Blank lines for notes]

Completed By:

Signature:
Name:
Date:

Distribute Reports as Follows:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
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Company:
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City / State / Zip:
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Telephone:
Fax: