SCOPE OF SERVICES

Kilbourne Road Resurfacing

Section No. 13-00999-47-ES
Lake County, Illinois

Change Order #1
Scope of Work
April 14, 2021

Change Order #1 addresses additional scope to include resurfacing of Kilbourne Road from the intersection of Wadsworth Road to the intersection of Rosecrans Road (IL 173) to be included with the reconstruction of the Wadsworth Road and Kilbourne Road intersection. The resurfacing project will end at IL 173 through lane. It is anticipated a permit will be required for the resurfacing within State ROW. However, earthwork is not anticipated within State ROW and Special Waste screening through the IDOT Environmental Survey Request process is not included in this proposal.

The wetland delineations for the Wadsworth Road at Kilbourne Road Intersection have expired. This will be updated and expanded to include the impacts associated with the replacement of Culvert 504 under Kilbourne Road.

The Drainage Study will be updated to address the new Bulletin 75 requirements of the LCSMC WDO for the drainage across Wadsworth Road through Culvert 877 and the drainage across Kilbourne Road through Culvert 504.

The resurfacing of Kilbourne Road project is anticipated to include:

- Mill 2 ½"; Resurface 1 ½" Surface Course, 2 ¼" Binder Course, and ¾" Leveling Binder.
- N50 hot-mix asphalt design due to low traffic volumes.
- Longitudinal Joint Seal and Area Reflective Crack Control.
- Contingent quantity of 5% for patching.
- Remove and replace shoulders with bike friendly HMA Shoulder (1 ½" Surface Course over 4 ½" of Binder Course) and Aggregate Shoulders, 6" (widths to be determined).
- Centerline and Shoulder/Edge Line rumble strips.
- Ditch reshaping based on field review to be verified in design.
    - East ditch north of Andover Road to the field entrance north of Culvert 8044
    - West ditch north of Kaiser Road to the first power pole
    - West ditch north of 21st Street
- Existing CMP Storm Sewer 507 at Concord Lane to be replaced with RCP.
- Existing buried culvert (Culvert 504), just north of Wadsworth Rd, to be replaced due to condition.
- South of Andover, the precast reinforced concrete end section on the right side of Culvert 508 to be replaced with new grate (all will be checked vs. LCDOT database info)
- Special grate to be designed for west side concrete headwall for Culvert 8044 if necessary, based on a clear zone analysis.
- End shoulder reconstruction at IL 173 where existing HMA shoulder is 4' wide (outside

of State ROW).
- Detector loops replaced on the south leg of Kilbourne Road at IL 173 with standard IDOT spec.
- Replace CC&G and widen shoulders at fill sections with overlaid gutters.
- Mailbox turnouts and radius widening per LCDOT standard drawings.
- Rehabilitate culvers with separating joints.

A detailed Scope of Services is provided below.

Task 1 – Pick-Up Survey

Culvert 504 and Storm Sewer 507 are to be replaced. CBBEL will provide pick-up survey to develop cross sections at these crossings. In addition, several locations were identified to potentially need ditch reshaping. These areas will be surveyed from the edge of shoulder to the apparent right-of-way line to evaluate ditch slopes, and for use in preparation of proposed cross sections to establish limits of ditch reshaping.

CBBEL will also survey cross sections in the areas of overlaid CC&G in cut sections to be used in the feasibility study to new shoulders and with CC&G replacement.

Task 2 - Coordination

Once preliminary plans are laid out, CBBEL will conduct a plan-in-hand review of the resurfacing project to verify work identified and to determine if any work items are missing. LCDOT staff, including Maintenance, will be invited to attend this meeting.

CBBEL will prepare a permit submittal to IDOT Permits for the resurfacing to the IL 173 through lane in the State ROW. Coordination with IDOT Permits is anticipated. CBBEL will prepare the permit and address questions during IDOT's review.

Coordination will be completed with LCSMC throughout the project. Once the drainage calculations are complete, CBBEL will reach out to LCSMC for a pre-application meeting to discuss the project and facilitate appropriate submittal for the required permit.

Coordination with the property owner of PIN 03-23-100-006 (just south of 21st Street) will be conducted concerning the potential horseshoe driveway removal.

Coordination will be conducted with the Lake County Forest Preserve District to determine if the existing chain gate maintenance access is needed. It will be removed, or the Forest Preserve will need to apply for a permit.

Task 3 – Technical Memorandum

Several items will be studied, and recommendations presented in a Technical Memorandum for County review and approval. These items are:

- Type of Area Reflective Crack Control fabric to be compatible with recycling of the HMA pavement in the future.
- Recommendations for the width of proposed widening to provide shoulders adjacent to overlaid CC&G to be replaced in cut sections. Right of access permits will be explored if the fore slope behind the proposed curb cannot be constructed within the ROW.

- Bike friendly HMA shoulder widths will be studied to determine the correct width to accommodate bicyclists and Shoulder or Edge Line rumble strips.

Task 4 - Wetland Investigation and Report Update

Task 4.1 Field Reconnaissance: An investigation of the project site will be completed to identify the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Task 4.2 – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 4.3 – Request for Jurisdictional Determination and Boundary Confirmation: CBBEL will prepare and submit a request for a Jurisdictional Determination to the Lake County SMC or US Army Corps of Engineers to determine which agency will regulate any onsite waters or wetland. CBBEL staff will also contact the Lake County to request a wetland boundary confirmation site visit.

Task 4.4 – US Army Corps of Engineers Regional Permit 3 Application: CBBEL Environmental Resources Staff will prepare the US Army Corps of Engineers Permit Application for a Regional Permit 3 – Transportation Projects. This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency, if necessary.

Task 4.5 – County SWCD Submittal: As part of the US Army Corps of Engineers permit process, we will be required to obtain Lake County Soil and Water Conservation District approval of the Soil Erosion and Sediment Control Plans for the project site. CBBEL Environmental Resources Staff will assist the project engineer in preparation of the appropriate plans and the SWCD submittal will include the required exhibits, specifications, data and project information.

Task 4.6 – Wetland Review Agency Coordination: If necessary, during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and include budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 5 – LCSMC Stormwater Calculations and Permit

CBBEL will update the stormwater management calculations associated with the existing conditions Base Flood Elevation (BFE) Determination for Kilbourne Road using Bulletin 75 rainfall depths in accordance with the 2020 Lake County Watershed Development Ordinance. CBBEL will update the Kilbourne Road compensatory storage, stormwater conveyance, water quality requirements, and culvert sizing calculations. It is anticipated that two crossroad culverts will be replaced, one under Wadsworth Road and one under Kilbourne Road. Detention storage is not anticipated to be needed based on the added impervious areas at each intersection, which fall below the requirement threshold. Depending upon the updated BFE calculations, additional compensatory storage volumes may be needed. CBBEL will attempt to fit the required volume within the existing ROW. If this is not possible due to geometric constraints, other options including providing storage in stormwater pipes or obtaining additional ROW will be investigated with LCDOT. CBBEL will schedule a pre-application meeting with LCSMC prior to permit submittals.

Permit submittal support documentation included in this task includes:

- Update stormwater calculations for the Wadsworth Road/Kilbourne Road BFE Determination and intersection improvements for Bulletin 75 rainfall.
- Review and coordinate detention and runoff volume reduction requirements.
- Prepare wetland hydrology analysis for isolated wetlands of Lake County (IWLC).
- Incorporate Best Management Practices with the project to satisfy water quality requirements for both the WDP and the COE wetland permit.
- Complete LCSMC application forms and compile supporting documentation.

Task 6 – LPC-663 Testing Required for Resurfacing

TSC coordinated with Thelen Materials, the closest place to haul extra material to and haul gravel from, to determine the level of testing they will require for an LPC-663 for any material being dumped there. An LPC-663 testing location plan including 6 locations was submitted to Thelen for verification that an appropriate amount of LPC-663 testing would be completed for their acceptance. Their proposal included $11,581 for the PIP Evaluation and LPC-663 Analytical Testing. See TSC's proposal below.

Task 7 - Contract Documents for Kilbourne Road Resurfacing Pre-Final PS&E

Sheet Type	Additional Sheets
Typical Sections	2
Schedules of Quantities	10
Alignment	4
Erosion Control Notes, Plans, and Details	15
Traffic Control Plans	9
Resurfacing Plans	12
Construction Details	3
Culvert/Ditch Grading and Shoulder Modifications Cross Sections	6
IDOT D1 Details	4
LCDOT Standard Details	5
IDOT Highway Standards	4
TOTAL ADDITIONAL SHTS	74

A pre-final cost estimate and project specific specifications will be prepared with this submittal.

Task 8 - Contract Documents for Kilbourne Road Resurfacing Final PS&E

CBBEL will prepare of all plans, details, schedules, quantity calculations and cost estimates necessary to thoroughly depict the nature of the scope of the proposed improvements for the Bid Document submittal. The task also includes review of Pre-Final review comments and preparation of comment disposition.

Wadsworth Road at Dilleys Road Out of Scope Work Completed
Section No. 17-00076-19-CH

An additional level of effort that is required to complete Phase II Design Engineering Services for the proposed roundabout at the intersection of Wadsworth Road at Dilleys Road. Items that are covered in this change order that required an extra level of effort are the temporary lighting design, 3D modeling of the proposed subgrades to utilize for surface-to-surface earthwork calculation, additional culvert work and permitting on Dilleys Road north of the roundabout for Newport Township Road District, additional soil testing by TSC for LPC-663 testing required by Thelen Materials, and an omission in the original proposal for PESA/PSI work by TSC. A detailed Scope of Services that were provided is included below.

Task 9 – Temporary Lighting

Staging for the construction of the roundabout was studied further in the detailed design. One option for construction was to partially construct the roundabout with a full intersection closure, with remaining items being completed under daytime lane closures. With the long procurement time needed for the decorative light poles, roundabout lighting was one of the items that would be completed under daytime lane closures. LCDOT did not want to open the roundabout to traffic without lighting due to safety concerns for nighttime operations. As such, CBBEL was asked to develop a temporary lighting plan that would utilize the proposed luminaries on temporary poles and masts. As such, a temporary lighting plan was developed.

Task 10 – PTZ Camera

The PTZ camera required an additional level of effort that was not anticipated in the original proposal. CBBEL developed a PTZ installation plan, PTZ and cabinet detail sheet, and intersection plan sheet for the receiving wireless antenna for the intersections of Wadsworth Road at Dilleys Road and Wadsworth Road at US 41 (Skokie Hwy). The PTZ installation plan sheet shows the location, conduit, and power source for the PTZ camera installation. The PTZ and cabinet detail sheet contain sketches and diagrams to show the Contractor proper placement and mounting of the PTZ camera, CCTV cabinet, and required components of the CCTV cabinet. The intersection plan sheet of Wadsworth Rd at US 41 (Skokie Hwy) was developed to show the receiving antenna for the wireless point-to-point transmission radio to ensure that the Contractor directs the antenna to the correct location.

Task 11 – 3D Modeling for TIN-to-TIN Earthwork

The pre-final plans were developed with conventional earthwork based on average end area calculations of the cross sections for the legs of the roundabout. However, the average end area method of earthwork calculations for the central turning roadway were not straight-forward based on the layout of the circulating roadway, and a separate calculation was developed to calculate earthwork for that area similar to grading for a detention pond which was difficult to desk-verify.

Therefore, a test section of surface-to-surface modeling was provided by CBBEL to LCDOT for accuracy and usability testing with several prominent construction companies that regularly do business with LCDOT. The results of the exported modeling information resulted in positive feedback from the three separate contractors to be able to use this 3D modeling information in the bidding and construction of an LCDOT project. Therefore, LCDOT preferred that 3D

surface-to-surface calculation be used to calculate the earthwork for the entire project. This resulted in two new 3D surfaces be developed in addition to the existing ground surface and proposed top surface, specifically the existing ground surface after removals are completed, and the proposed top of embankment surface, which allow for accurate cut and fill earthwork numbers to be extracted for the 3D model. The deliverable product that will be available to contractors during the bidding process will be .XML and .TIN files for the existing ground surface after removals are completed and the proposed top of embankment surface.

Task 12 – Culvert Replacements for Newport Township

Through coordination with Newport Township, LCDOT was asked to include culvert improvements to the resurfacing section of Dilleys Road north of Wadsworth Road. The two existing culvert crossings are CMP pipes that are significantly degraded. CBBEL provided LCDOT with alternative studies for costs associated with this work. The Township ultimately decide to replace the culverts with 18" CMP culverts and precast reinforces concert end sections. The southern culvert is within an area of Corp regulated wetlands that were delineated by CBBEL. The north culvert was in an area that was not delineated but clearly part of the same wetland complex. This was determined after the original Regional Permit 3 (RP3) was issued by the USACOE requiring a revision to the original permit to address a minor increase in impacted wetlands. Additional exhibits were prepared and sent to the USACOE requesting a modification to the original RP3.

Task 13 – Additional LPC-663 Testing for RAB

An additional level of effort was required for the Wadsworth Road and Dilleys Road Roundabout Project to get the excess earth excavation accepted at Thelen Materials. TSC original conducted a Potentially Impacted Property (PIP) Evaluation for the roundabout which resulted in an LPC-662 being issued for the project as no Recognized Environmental Concerns were identified. Subsequently, coordination with Thelen Materials, the closest place to haul extra material to and haul gravel from, indicated that they require an LPC-663 for any material being dumped there. An LPC-663 testing location plan including 5 locations was submitted to Thelen for verification that an appropriate amount of LPC-663 testing would be completed for their acceptance. With their approval, TCS wrote a proposal to complete this work. Their original proposal included $1,500 for the PIP Evaluation and completion of the LPC-662, or if required, $2,960 total for LPC-663 Analytical Testing. The PIP Evaluation was completed and the LPC-662 was issued utilizing $1,500 of the original budget. Subsequently, the addition level of effort was determined to be needed. A proposal for this additional testing was issued by TSC for $9,940. This change order for additional testing by TSC is for $8,440 which is the difference between the new proposal for $9,940, and the $1,500 remaining from the unused portion of the original budget. An additional cost of $716 was needed to expedite the analytical testing required to clear this project for LPC-663 testing to satisfy requirements by Thelen Materials.

Task 14 – PESA/PSI Testing

The original contract included scope for TSC to provide two PIP Evaluations and/or LPC-663 Testing, one at the Wadsworth Road and Dilleys Road Roundabout and one at the Wadsworth Road and Kilbourne Road Intersection. The cost of each proposal was $1,500 for the PIP Evaluation and completion of the LPC-662, or if required, $2,960 total for LPC-663 Analytical

Testing. Even though both of these proposals were included in the original contract, only $3,000 was included in the CBBEL CECS form under Task 2, Column (G) Services By Others. We are requesting an additional $2,960 be included in this change order to address this error on in the original contract.

MCW/mcw
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PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME Christopher B. Burke Engineering, Ltd. **DATE** 04/05/21
PRIME/SUPPLEMENT **PTB NO.**

CONTRACT TERM	24 **MONTHS**	**OVERHEAD RATE**	123.20%
START DATE	6/1/2021	**COMPLEXITY FACTOR**	0
RAISE DATE	1/1/2022	**% OF RAISE**	3.00%

ESCALATION PER YEAR

6/1/2021 - 1/1/2022	1/2/2022 - 1/1/2023	1/2/2023 - 6/1/2023		
7	12	5		
24	24	24		
= 29.17%	51.50%	22.10%		

= 1.0277

The total escalation for this project would be: **2.77%**

PAYROLL RATES

FIRM NAME Christopher B. Burke Engineering, L **DATE** 04/05/21
PRIME/SUPPLEMENT

ESCALATION FACTOR 2.77%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer VI	$69.77	$70.00
Engineer V	$62.60	$64.33
Engineer IV	$51.87	$53.31
Engineer III	$44.80	$46.04
Engineer I/II	$31.64	$32.52
Survey V	$60.00	$60.00
Survey IV	$60.00	$60.00
Survey III	$56.00	$57.55
Survey II	$40.40	$41.52
Survey I	$31.83	$32.71
Engineering Technician V	$59.50	$60.00
Engineering Technician IV	$45.00	$46.25
Engineering Technician III	$45.14	$46.39
Engineering Technician I/II	$38.67	$39.74
CAD Manager	$58.33	$59.95
Asst. CAD Manager	$49.83	$51.21
CAD II	$43.67	$44.88
CAD I	$33.25	$34.17
Landscape Architect	$52.50	$53.95
GIS Specialist III	$46.00	$47.27
GIS Specialist I/II	$28.25	$29.03
Env Res Specialist V	$60.00	$60.00
Env Res Specialist IV	$54.29	$55.79
Env Res Specialist III	$41.06	$42.20
Env Res Specialist I/II	$29.25	$30.06
Env Res Technician	$37.00	$38.02
Engineering Intern	$15.13	$15.55
Administrative	$33.47	$34.40

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM Christopher B. Burke Engineering, Ltd. **DATE** 04/14/21
Local Agency Lake Co DOT **OVERHEAD RATE** 123.20%
Section 13-00999-47-EG **COMPLEXITY FACTOR** 0
Project
Job No:

Cost Plus Fixed Fee 2 14.50% [(2.3 +R) DL + IHDC]

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Task 1 – Pick-Up Survey	100	5,057.28	6,230.57		1,686.60				12,974.45	6.06%
	Task 2 – Coordination	52	2,840.14	3,499.05		947.19				7,286.37	3.41%
	Task 3 – Technical Memorandum	40	2,134.30	2,629.46		711.79				5,475.55	2.56%
	Task 4 – Wetland Investigation and Report Update	112	6,174.22	7,606.64		2,059.10				15,839.97	7.40%
	Task 5 – LCSMC Stormwater Calculations and Permit	74	3,698.13	4,556.10		1,233.33				9,487.56	4.43%
	Task 6 - LPC-663 Testing Required for Resurfacing	2	128.67	158.52		42.91		11,581.00		11,911.09	5.57%
	Task 7 - Contract Documents for Kilbourne Road Resurfacing Pre-Final PS&E	792	34,114.95	42,029.62		11,377.34				87,521.90	40.91%
	Task 8 - Contract Documents for Kilbourne Road Resurfacing Final PS&E	264	11,371.65	14,009.87		3,792.45				29,173.97	13.64%
	Task 9 – Temporary Lighting	35.5	1,238.11	1,525.35		412.91				3,176.38	1.48%
	Task 10 – PTZ Camera	66	3,543.44	4,365.51		1,181.74				9,090.69	4.25%
	Task 11 – 3D Surface Modeling for TIN to TIN Earthwork	40	2,573.33	3,170.34		858.21				6,601.88	3.09%
	Task 12 – Culvert Replacements for Newport Township	20	1,218.34	1,501.00		406.32				3,125.66	1.46%
	Task 13 - Additional TSC LPC-663 Testing for RAB	1	64.33	79.26		21.46		9,156.00		9,321.05	4.36%
	Task 14 - PESA/PSI Testing	0.0001	0.01	0.01		0.00		2,960.00		2,960.02	1.38%
	Subconsultant DL									0.00	
	TOTALS	1598.5001	74,156.90	91,361.31	0.00	24,731.33	0.00	23,697.00	0.00	**213,946.54**	100.00%

DBE

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AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lake Co DOT
Section 13-00999-47-EG
Project
Job No:

DATE 04/14/21

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 – Pick-Up Survey			Task 2 – Coordination			Task 3 – Technical Memo			Task 4 – Wetland Investig			Task 5 – LCSMC Stormwat		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00	10	0.63%	0.44															
Engineer V	64.33	267.5001	16.73%	10.77				22	42.31%	27.22	16	40.00%	25.73	4	3.57%	2.30	4	5.41%	3.48
Engineer IV	53.31	68.5	4.29%	2.28				6	11.54%	6.15							30	40.54%	21.61
Engineer III	46.04	551	34.47%	15.87				24	46.15%	21.25	24	60.00%	27.62				40	54.05%	24.89
Engineer I/II	32.52	475.5	29.75%	9.67															
Survey V	60.00	2	0.13%	0.08	2	2.00%	1.20												
Survey IV	60.00	6	0.38%	0.23	6	6.00%	3.60												
Survey III	57.55	40	2.50%	1.44	40	40.00%	23.02												
Survey II	41.52	40	2.50%	1.04	40	40.00%	16.61												
Survey I	32.71	0																	
Engineering Technician V	60.00	86	5.38%	3.23										86	76.79%	46.07			
Engineering Technician IV	46.25	0																	
Engineering Technician III	46.39	0																	
Engineering Technician I/II	39.74	0																	
CAD Manager	59.95	0																	
Asst. CAD Manager	51.21	12	0.75%	0.38	12	12.00%	6.15												
CAD II	44.88	6.5	0.41%	0.18															
CAD I	34.17	0																	
Landscape Architect	53.95	0																	
GIS Specialist III	47.27	0																	
GIS Specialist I/II	29.03	0																	
Env Res Specialist V	60.00	0																	
Env Res Specialist IV	55.79	8	0.50%	0.28															
Env Res Specialist III	42.20	0																	
Env Res Specialist I/II	30.06	10	0.63%	0.19										10	8.93%	2.68			
Env Res Technician	38.02	12	0.75%	0.29										12	10.71%	4.07			
Engineering Intern	15.55	3.5	0.22%	0.03															
Administrative	34.40	0																	
TOTALS		1598.5001	100%	$46.39	100	100.00%	$50.57	52	100%	$54.62	40	100%	$53.36	112	100%	$55.13	74	100%	$49.97

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AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency Lake Co DOT
Section 13-00999-47-EG
Project
Job No:

DATE 04/14/21

SHEET 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - LPC-663 Testing Req			Task 7 - Contract Documents			Task 8 - Contract Documents			Task 9 – Temporary Lighting			Task 10 – PTZ Camera			Task 11 – 3D Surface Modelin		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00													10	15.15%	10.61			
Engineer V	64.33	2	100.00%	64.33	120	15.15%	9.75	40	15.15%	9.75	4.5	12.68%	8.15	2	3.03%	1.95	40	100.00%	64.33
Engineer IV	53.31													32.5	49.24%	26.25			
Engineer III	46.04				336	42.42%	19.53	112	42.42%	19.53				15	22.73%	10.46			
Engineer I/II	32.52				336	42.42%	13.79	112	42.42%	13.79	27.5	77.46%	25.19						
Survey V	60.00																		
Survey IV	60.00																		
Survey III	57.55																		
Survey II	41.52																		
Survey I	32.71																		
Engineering Technician V	60.00																		
Engineering Technician IV	46.25																		
Engineering Technician III	46.39																		
Engineering Technician I/II	39.74																		
CAD Manager	59.95																		
Asst. CAD Manager	51.21																		
CAD II	44.88													6.5	9.85%	4.42			
CAD I	34.17																		
Landscape Architect	53.95																		
GIS Specialist III	47.27																		
GIS Specialist I/II	29.03																		
Env Res Specialist V	60.00																		
Env Res Specialist IV	55.79																		
Env Res Specialist III	42.20																		
Env Res Specialist I/II	30.06																		
Env Res Technician	38.02																		
Engineering Intern	15.55										3.5	9.86%	1.53						
Administrative	34.40																		
TOTALS		2	100%	$64.33	792	100%	$43.07	264	100%	$43.07	35.5	100%	$34.88	66	100%	$53.69	40	100%	$64.33

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AVERAGE HOURLY PROJECT RATES

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SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 12 – Culvert Replacemer Hours	% Part.	Wgtd Avg	Task 13 - Additional TSC LPC Hours	% Part.	Wgtd Avg	Task 14 - PESA/PSI Testing Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	70.00																		
Engineer V	64.33	12	60.00%	38.60	1	100.00%	64.33	0.0001	100.00%	64.33									
Engineer IV	53.31																		
Engineer III	46.04																		
Engineer I/II	32.52																		
Survey V	60.00																		
Survey IV	60.00																		
Survey III	57.55																		
Survey II	41.52																		
Survey I	32.71																		
Engineering Technician V	60.00																		
Engineering Technician IV	46.25																		
Engineering Technician III	46.39																		
Engineering Technician I/II	39.74																		
CAD Manager	59.95																		
Asst. CAD Manager	51.21																		
CAD II	44.88																		
CAD I	34.17																		
Landscape Architect	53.95																		
GIS Specialist III	47.27																		
GIS Specialist I/II	29.03																		
Env Res Specialist V	60.00																		
Env Res Specialist IV	55.79	8	40.00%	22.32															
Env Res Specialist III	42.20																		
Env Res Specialist I/II	30.06																		
Env Res Technician	38.02																		
Engineering Intern	15.55																		
Administrative	34.40																		
TOTALS		20	100%	$60.92	1	100%	$64.33	1E-04	100%	$64.33	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

PREPARED BY THE AGREEMENTS UNIT

February 24, 2020

TESTING SERVICE CORPORATION

Corporate Office

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

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

RE: P.N. 66,497
Potentially Impacted Property Evaluation &
Soil Analysis for LPC-663 Form (Thelen)
Wadsworth/Kilbourne Project
Wadsworth and Kilbourne Roads
Lake County, Illinois

Dear Mr. Worman:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a Potentially Impacted Property (PIP) Evaluation, soil sampling and analysis for completion of the LPC-663 Form to meet the requirements of the Thelen/Petersen CCDD facilities. TSC contacted Matt Thelen and discussed the number of samples and analyses presented in this proposal should be acceptable with an LPC-663 for disposal at the Thelan/Petersen facilities.

The project includes1250' of new sidewalk on the south side of Wadsworth Road from Cashmore to Kilbourne (350CY). Widening of Kilbourne at Wadsworth Road - 490' (400CY). Resurfacing Kilbourne from the north end of the Wadsworth intersection widening to IL Rt 173 approx. - 2.5 Miles (3,000CY). The total quantity of soil for disposal is estimated at 3,750 Cubic Yards.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR LPC-663 FORM:

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potntial contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products.

Based on the estimated quantity of soil for disposal, Thelen Sand and Gravel will require an LPC-663 for disposal regardless of the PIP findings.

STEP TWO: LPC-663 Analytical Testing (Required by Thelen)

In the event that the source site (or portions thereof), is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors. **The number of samples analyzed and the parameters of the analytical testing are based on discussions with Thelen Sand and Gravel along with the Potentially Impacted Property evaluation.** Six (6) samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total RCRA Metals, Iron and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the Cost Estimate attached, the anticipated project cost is estimated at Nine Thousand Nine Hundred and Forty Dollars ($11,581.00). This cost assumes no additional permits or separate traffic control will be necessary.

Closure:

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

Martin C. Worman, PE
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
Phone: (847) 823-0500
Fax: (847) 823-0520
E-Mail: mworman@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

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

Respectfully submitted,

TESTING SERVICE CORPORATION

David L. Hurst
Vice President

Enc: Cost Estimates
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

_____
(NAME)

_____
(TITLE)

_____
(DATE)

COST ESTIMATE

PIP & LPC-663 (Thelen)
Wadsworth/Kilbourne Project
Lake County, Illinois
TSC P.N.66,497

	ITEM	UNITS	QTY	RATE	COST
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE FOR PIP EVALUATION & SOIL SAMPLING					
1.1	PIP Evaluation, Discussions with Thelen Sand & Gravel, Selection of Sample Locations for Analysis.	Lump Sum	1.0	1,250.00	$ 1,250.00
1.2	Soil sampling by Union Drill Crew at Five Locations, includes Drill Rig and Layout of Borings, JULIE Clearance.	Lump Sum	1.0	4,000.00	$ 4,000.00
STEP 2: COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, SVOCs, RCRA Metals, Iron & pH @ Standard 6 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	6	686.00	$ 4,116.00
2.2	Surcharge for Expedited 2 Business Day Turnaround	Each	0	100%	$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	9	$100 Extraction + $35/metal	$ 1,215.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,618.00	$ 0.00
2.5	Environmental Personnel to Screen with PID, Prepare Samples and Deliver to the Analytical Lab.	Hour	2	125.00	$ 250.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	750.00	$ 750.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	1,000.00	$ 0.00
	ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 ANALYSIS (STANDARD TAT):				**$ 11,581.00**

TESTING SERVICE CORPORATION

GENERAL CONDITIONS
ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). 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. ~~Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC.~~ Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter, treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. 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.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: ~~Client represents and warrants that~~ Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: 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 with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) 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 to 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 project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site 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 rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. 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~~.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement 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 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.~~

15. 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.

16. 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.

17. 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, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. 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. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. 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: _____

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:

_____

_____

_____

_____

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: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____