



TESTING SERVICE CORPORATION

*Corporate Office*

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

April 19, 2016

Mr. Ken Schroth  
City of Aurora  
44 East Downer Place  
Aurora, IL 60507

RE: P.N. 56,644 Revised April 19, 2016  
Geotechnical Exploration  
Aurora Transportation Center Improvements  
Center Pedestrian Bridge  
Supplemental Borings  
Aurora, IL

Dear Mr. Schroth:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation design in connection with the proposed bridge and retaining wells.

TSC performed a previous geotechnical study on this site in August 2015. That report bears TSC job number L-83,600.

**Project Description:**

Our understanding of existing site conditions and the proposed construction are as follow:

- **A total of six (6) soil borings will be located in the river or on an island at or near the proposed pedestrian pier locations. Four (4) borings will be performed from a barge, with the two (2) on the island also requiring the barge to get onto the island.**
- **The barge and drill rig will need to be set in the river using a crane from the parking lot on the west side of the river just south of the proposed pedestrian bridge. The crane company will make every effort possible not to damage the parking lot. Having said that, the parking lot may be damaged by the crane, i.e. settlement and cracking of the asphalt pavement. This proposal does not include any fees for repairing the parking lot if damaged.**

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

**Boring Program:**

We are proposing to drill eight (8) soil borings as part of our Geotechnical Exploration.

The six (6) borings to be taken in the river or on the island will be extended to the top of bedrock which is expected to relatively shallow. A 15-foot rock core will then be taken at each pier location.

For proposal purposes TSC is assuming that bedrock will be between 5 to 15 feet. At each location bedrock will be cored 15 feet.

Two (2) soil borings will be extended to a depth of 25 feet (or top of bedrock) for the retaining walls to be located on the east side of the river. The borings will be used for the global stability analyses of the MSE wall, provide more information so the Aggregate Column Ground Improvements can be better evaluated.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tube also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for the entire depth of boring. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

#### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

#### **Engineering Report:**

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for foundations and retaining walls.
- Global Stability Analysis
- Foundation type, capacity and depth/elevation.

**Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing an estimated budget amount of Ninety Five Thousand Fifty Dollars (\$95,050.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2016.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

**Closure:**

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

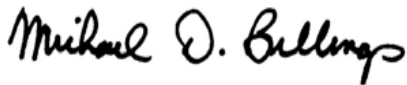
Mr. Ken Schroth  
City of Aurora  
44 East Downer Place  
Aurora, IL 60507  
(630) 892-8811  
(630) 892-0741

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.

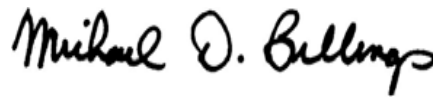
Respectfully submitted,

TESTING SERVICE CORPORATION



For  
Michael V. Machalinski, P.E.  
Vice President

Prepared by,



Michael D. Billings  
Vice President

MVM:MDB:kw

Enc: Cost Estimate  
General Conditions  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**COST ESTIMATE**  
*Aurora Transportation Center Improvements*  
*Center Pedestrian Bridge*  
*Supplemental Borings*  
Aurora, IL  
TSC P.N. 56,644 Revised April 19, 2016

ITEM	UNITS	QTY	RATE	COST	
<b>UTILITY CLEARANCE, SITE RECONNAISSANCE AND SPECIAL INSURANCE</b>					
1.1	Arrange for Clearance of Underground Utilities and Project Coordination	Hour	8.0	110.00	\$ 880.00
1.2	Permits, Bonds and Other Direct Charges	Cost + 10%	0	0.00	\$ 0.00
1.3	Special Marine Insurance	Lump Sum	1	2,500.00	\$ 2,500.00
<b>DRILLING, SAMPLING AND ROCK CORING</b>					
2.1	Drill Mounted on Truck and Two Person Crew (Portal-to-Portal)	Day	7	3,600.00	\$ 25,200.00
2.2	Motor Boat to Take Drill Crew To and From Barge	Lump Sum	1.0	750.00	\$ 750.00
DRILL RIG WITH 2-MAN CREW (Standby or Obstruction Time)					
2.3	Regular Time (Up to 8.0 Hours per Day)	Hour	0.0	375.00	\$ 0.00
2.4	Overtime (Over 8.0 Hours or Saturday)	Hour	0.0	487.50	\$ 0.00
<b>BARGE AND CRANE</b>					
3.1	Mobilization and Demobilization	Lump Sum	1	38,500.00	\$ 38,500.00
3.2	Move Barge and Drill Rigs	Day	6	3,850.00	\$ 23,100.00
3.3	Daily Rate Barge/Crane	Day	0	3,850.00	\$ 0.00
3.4	Overtime Rate for Barge/Crane Crew	Hour	0.0	500.00	\$ 0.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	48	4.00	\$ 192.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	7.00	\$ 280.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	20	14.00	\$ 280.00
4.4	Dry Unit Weight Determination	Each	10	7.00	\$ 70.00
4.5	Atterberg Limit Determination	Each	0	100.00	\$ 0.00

ITEM		UNITS	QTY	RATE	COST
4.6	Sieve Analysis with #200 Wash	Each	0	90.00	\$ 0.00
4.7	Sieve Analysis with Hydrometer	Each	6	130.00	\$ 780.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	2,000.00	\$ 2,000.00
5.2	Geotechnical Engineer to Perform Global Stability Analysis	Each	1.0	500.00	\$ 500.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	180.00	\$ 0.00
ESTIMATED TOTAL:					\$ 95,032.00
<b>RECOMMENDED BUDGET:</b>					<b>\$ 95,050.00</b>



## 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:

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\_\_\_\_\_  
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Completed By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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