



In-Place Property Committee

Greg Longfellow, Chairman
James Carius Community Room
Wednesday, August 28, 2024
During County Board Meeting

I. Roll Call

II. New Business

P-24-21 A. Recommend to approve proposal for purchase of a generator for 1800 Broadway, Pekin, IL

P-24-24 B. Recommend to approve proposal for soil borings, field exploration services, environmental services, laboratory soil testing services, and engineering services for the New Justice Center Annex

C. Executive Session – 5 ILCS 120/2(c)(5) – Land Acquisition or Leasing

III. Recess

Members: Chairman Greg Longfellow, Dave Mingus, Bill Atkins, Mark Goddard, Nick Graff, Kim Joesting, Tammy Rich-Stimson, Max Schneider, Jon Hopkins

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve a proposal for the purchase and installation of a 100kW Caterpillar generator for the Tazewell County Health Department Building, 1800 Broadway, Pekin, Illinois 61554; and

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.), the County may purchase personal property, supplies, and services joining with other governmental units; and Illinois State Statutes authorize the County to jointly purchase supplies; and

WHEREAS, Sourcewell is a state of Minnesota local government unit and service cooperative purchasing program created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) and is authorized to contract with eligible entities to perform governmental functions including the purchase of goods and services; and

WHEREAS, the County is a member of the Sourcewell cooperative purchasing program, which establishes contracts for a variety of products and services through public and competitive solicitations, and permits member governments to purchase products and services through those contracts; and

WHEREAS, the proposal is through Sourcewell, Contract #120617-CAT and includes all installation work, including electrical; and

WHEREAS, the total price of the generator is \$119,004.12, which includes a 31% discount on the generator and additional discounts on other parts and labor; and

WHEREAS, the project was included in the Broadway building budget in the 2024 Capital Improvement Plan; and

WHEREAS, the County Administrator recommends approving the purchase and is authorized to move forward as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director, the Finance Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



Ref #: 24AF-31362023

Page 1 of 6

PROPOSALCustomer: Tazewell County
Project Name: Tazewell County Health Building

Date:

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes the standard accessories and are provided per Sourcewell (NJPA) contract #120617-CAT. ***This meets State of Illinois laws, and therefore should satisfy your bidding requirements without further solicitation.***

Per our discussions here is some good general information regarding Sourcewell:

- Sourcewell is a government agency, created by State statute, with a publicly elected board. Its sole purpose is to provide contract purchasing solutions to serve government and non-profit agencies – government serving government.
- Sourcewell does not eliminate the bid process, instead it satisfies the agency's requirements for competitive bidding.
- Caterpillar was awarded the Sourcewell Contract #120617-CAT
- Please see copy of State of Illinois Statutes.
- For more information please see www.sourcewell-mn.gov

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT

One (1) new Caterpillar model C4.4 DG100GC diesel engine generator set rated at 100 kW standby, 208 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- One (1) new automatic transfer switch, Service Entrance Rated, 1200A, 3 pole with solid neutral, 208V, in-phase monitor for motor load transfer, UL NEMA Type 1 enclosure.
- Altorfer Technician on site for unit startup, testing, and employee training
- Freight to jobsite
- Koener Electric to install unit per the attached bill of materials.

Please review the following bill of materials, terms and conditions, and pricing. Feel free to contact us with questions or for any changes that may be needed to meet the scope of the project as you understand it.

Sincerely,

Austin Foster
Power Sales Group
Altorfer / Caterpillar

Standard Equipment Caterpillar**FACTORY TESTING AT 0.8 PF**

- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power--all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM

- ✓ Air cleaner

ENGINE

- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR

- ✓ Caterpillar 100kW generator, standby rated, engine mounted and tested at the Caterpillar factory, Class H Insulation, optimal pitch
- ✓ Digital Voltage Regulator
- ✓ Class H insulation; class H temperature rise.

SUBBASE FUEL TANK

- ✓ UL 142 Double Wall Tank Base Tank
- ✓ Conduit access stub up area below breaker package
- ✓ Level Indicator
- ✓ Low Fuel Level Alarm Switch and Fuel In Rupture Basin Switch

ENCLOSURE

- ✓ Weatherproof enclosure and sound attenuated - Durable weather-resistant finish
- ✓ Critical grade exhaust silencer. Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM

- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM

- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

STARTING SYSTEM

- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

DIGITAL CONTROL PANEL

Instrumentation

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed/Overspeed, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button. Service interval counter.

Remote Annunciator (shipped loose) – Qty 1

- ✓ Each Annunciator includes sixteen (16) LED's for annunciation of alarm conditions and system status.
- ✓ Includes Alarm Horn and Alarm Acknowledge pushbuttons.
- ✓ Meets NFPA 99/110 requirements for remote annunciation on Emergency Standby Generator Systems.
- ✓ Label cards are provided next to each set of LED by to indicate various alarms and events.
- ✓ Designed and Tested to meet stringent Impulse Shock and Operating Vibration requirements

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ UL listed Circuit breaker, unit mounted
- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

TECHNICAL FIELD SERVICE TO INCLUDE:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; this will insure site work is completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.

EQUIPMENT STARTUP:

One (1) day of on-site start-up testing are included for only the equipment purchased through Altorfer Power Systems. Time allowed for our factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. This includes systems preparation, equipment start-up and functional operational test utilizing building load only. We will endeavor to meet the requirements of all interested parties as is reasonable, but informing & scheduling of all authorities, inspectors, etc. is the responsibility of the customer; all services included in this quotation are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING

On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Addition personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:

The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:

Caterpillar 5-year warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:

Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

AVAILABILITY:

Determined after approved release. Equipment submittal time is to be negotiated.

**FINANCIAL TERMS:**

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is NOT included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:

Quotation is based customer site walk only. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.

- ✓ Proposal is based on customer site walk only; customer requested 100kw option.
- ✓ All installations electrical, mechanical, etc, to be completed by Koener Electric.
- ✓ Fuel not provided.

**Total price for these product and services:****CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT**

One (1) new Caterpillar model C4.4 DG100GC diesel engine generator set rated at 100 kW standby, 208 volt, 3-Phase, 60 Hz, 1800 RPM, sound attenuated enclosure, 24-hour fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT

- One (1) new automatic transfer switch, Service Entrance Rated, 1200A, 3 pole with solid neutral, 208V, in-phase monitor for motor load transfer, UL NEMA Type 1 enclosure.
- Altorfer Technician on site for unit startup, testing, and employee training
- Freight to jobsite
- Koener Electric to install unit per the attached bill of materials.

CATERPILLAR ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	\$50,544.00
SOURCEWELL DISCOUNT (31%):	(\$15,668.64)
SOURCED GOODS ITEMS PER SOURCEWELL CONTRACT #120617-CAT:	\$84,188.76

TOTAL PRICE: \$119,004.12

2024 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE:

ALTORFER POWER SYSTEMS

(Customer Signature)*Austin Foster*

Austin Foster

Phone: 630-450-3139

Email: austin.foster@altorfer.com

Sales, Electric Power Generation

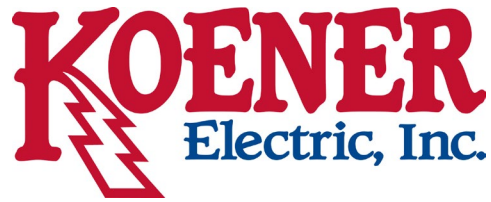
DATE: _____

Should you have any questions or comments on this matter, please do not hesitate to contact us.

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you.

ALTORFER CAT • 23 STORES • IOWA • ILLINOIS • INDIANA • MISSOURI

Bartonville IL • Bettendorf IA • Cedar Falls IA • Cedar Rapids IA • Champaign IL • Clinton IL
Decatur IL • Dix IL • Dubuque IA • Dwight IL • East Peoria IL • Elmhurst IL • Hammond IN • Joliet IL • Oglesby IL
Rock Falls IL • Rockford IL • Springfield IL • Urbana IL • Wauconda IL • West Branch IA • West Burlington IA



6301 SW WASHINGTON
BARTONVILLE, IL. 61607

Scope

July 18, 2024

Tazewell County

Re: New Generator

We propose to supply and install material for the following electrical work:

- New concrete pad (all demo of existing by others if needed)
- New conduits from the ATS to the generator location within 90'. Figured the location we walked down during the walk thru
- New power conduits for block heater and battery charger
- New control conduits from ATS to the generator
- All trenching by Koener, backfill with spoils. All final grade and seed by others
- New control wires from the ATS to an annunciator panel mounted upstairs
- New 1200 amp serviced rated transfer switch installed
- All conduits, connections and copper wire to rework the service to accommodate the new inside ATS for the 1200 amp service
- Per City of Pekin inspector we are good to leave the service as is and rework the conduits and wire as long as we provide the proper signage
- Crane for unloading the generator off a flatbed. Koener will coordinate that with Altopher to get the generator on a flat trailer and not in a truck for delivery
- This will require a good day of being shut down during the switchover
- All core drilling and sealing of conduits below grade
- Time to get the ATS into the basement
- **Copper wire and conduit prices may fluctuate, we may have to update those depending on the time frame**

THIS PROPOSAL DOES NOT INCLUDE:

- **Any overtime or double time**
- **Any Taxes**

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid proposal for soil borings, field exploration services, environmental services, laboratory soil testing services, and engineering services for the New Justice Center Annex; and

WHEREAS, the following bids were submitted for review: Midwest Engineering and Testing, Inc. and Terracon Consultants, Inc. Midwest Engineering and Testing, Inc. was deemed the best bid option at the project cost of \$18,642.00; and

WHEREAS, this bid is for the initial phase only and does not include future construction testing; and

WHEREAS, Wold Architects and Engineers recommends contracting with Midwest Engineering and Testing, Inc., for this phase and future construction testing.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Director, and the Auditor of this action.

PASSED THIS 28th DAY OF AUGUST, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



August 19, 2024

Mike Deluhery, County Administrator
Tazewell County
11 South 4th Street, Suite 432
Pekin, Illinois 61554

Re: Tazewell County – Justice Center Annex
Proposal for Soil Borings and Geotechnical Engineering
Commission No: 243020

Dear Mike:

On August 14, 2024, we received proposals for soil borings and environmental site assessment, as well as hourly / testing rate schedules for future construction testing of this project as follows:

MET Midwest Engineering and Testing, Inc.	\$18,642.00 (Initial Soil Borings Only)
Terracon Consultants, Inc.	\$20,350.00 (Initial Soil Borings Only)

Based on the above referenced quotes and attached testing rate schedules, we feel it is in your best interest to contract with Midwest Engineering and Testing, Inc. Our selection is based on the testing company with the most competitive rates for testing, since that future portion of their work will make up the bulk of their contract.

Please issue a purchase order to Midwest Engineering and Testing, Inc. in the amount of \$18,642.00 at your earliest convenience. This will put the testing company on board to work with the design team during the development of construction drawings.

We have attached copies of all proposals for your files. Please return two signed copies of Midwest Engineering and Testing, Inc.'s proposal to my attention.

Sincerely,

Wold Architects and Engineers

Matt Bickel | AIA, LEED AP
Partner

Enclosure

cc: Mindy Darcy, Tazewell
John Sutherland, PJ Hoerr
Kirsta Ehmke, Wold
Tyler Severson, Wold

TD/GOV-IL-County-Tazewell/Justice Center Annex/243020/Admin/Letters/2024.08.19 Letter to Mike Deluhery

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

PLANNERS
ARCHITECTS
ENGINEERS



Ramsey Division

Midwest Engineering and Testing, Inc.
geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
www.metgeotech.com

August 8, 2024

Ms. Kirsta Ehmke, AIA
Associate
Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
kehrke@woldae.com
CC: Matt Bickel
mbickel@woldae.com

Re: Proposal for Geotechnical, Environmental, and Material Testing Services
Proposed New Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois
MET Proposal No. B24155

Dear Ms. Ehmke,

As requested in your August 2, 2024 request for proposal letter, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide geotechnical services for the above-referenced project. A brief description of the planned project and a discussion of the scope of services to be provided are included in the following paragraphs.

The proposed project involves construction of a new Justice Center Annex for Tazewell County located at 17 South Capitol Street, in Pekin, Illinois. The new structure will be a steel-framed building with masonry-veneer and four stories with a basement. A potential underground detention basin is also planned. The foundation for this structure is anticipated to be shallow, strip, spread footings on native or improved soils.

As requested, we propose initially drilling 11 borings to a depth of 20 ft. (B-1 to B-10 and PAV-1) and 2 borings to a depth of 12 ft. (B-11 to B-12). Percolation tests will be performed at two locations (B-11 and B-12) for each layer where the soil parameters or materials change. We have assumed we will encounter two to three layers in the percolation holes. The borings will be advanced utilizing MET owned and operated hollow-stem auger drill rig with soil samples obtained by split-barrel sampling techniques in accordance with ASTM D-1586. The depth to groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. A sampling interval of 2.5-ft. through 15 ft. will be utilized, with 5 ft. intervals thereafter. MET will contact the statewide JULIE service to clear underground utilities, and all bore holes will be backfilled upon completion.

CCDD testing will be performed in accordance with typical CCDD testing practices. Our proposal includes sample collection, testing of one sample, and a letter report summarizing the findings. We have also included pricing for a Phase I environmental assessment. A more detailed description of the Phase I scope of work can be provided upon request.

As requested, we have also included pricing for additional soil borings. For the purposes of preparing the estimate, we have assumed drilling 10 additional borings to a depth of 20 ft. each. However, we would likely recommend drilling several deeper borings to depths of 40 to 50 ft. due to the anticipated loading and the presence of a basement in the planned structure. The additional borings will be performed on a unit price basis in accordance with the attached Estimate Worksheet B.

Appropriate laboratory testing will be performed on the samples collected. At a minimum, moisture content tests will be performed on all samples. Unconfined compression tests (Rimac Test) and dry density tests will also be performed on all intact cohesive samples.

The results of the subsurface exploration and laboratory testing will be presented in a written report prepared by a professional engineer that will include the following:

- A general characterization of the geology of the area and the subsurface conditions encountered at the site.
- A summary of the sampling and laboratory testing techniques used.
- The borings logs, laboratory tests data and percolation test results.
- General foundation recommendations including bearing capacities, subgrade modulus, minimum depths of foundations, approximate lateral earth pressures, seismic soil site classification based on IBC2015, and other appropriate design parameters.
- General construction considerations regarding site preparation, earthwork recommendations, pavement recommendations, and groundwater control.

MET proposes to perform the soil borings and provide the geotechnical and environmental report as outlined in this proposal on a unit price basis in accordance with the attached Estimate Worksheets A and B. Any construction material testing services would be performed in accordance with our attached 2025 Standard Fee Schedule. In addition, our general conditions for geotechnical services, environmental services, and material testing services have been included as part of this proposal.

Based on our current commitments, we could schedule the field work within 4 to 5 weeks of receiving notice to proceed. Boring logs could be provided within 1 week after the completion of field work, with a draft report to follow 2 to 3 weeks after the completion of field work. We would anticipate that the additional borings could be scheduled shortly after the draft report is sent. The final report will be sent 2 to 3 weeks after the completion of the additional field work. Please note that we would be unable to meet the August 26, 2024 deadline listed in the RFP.

Proposal for Geotechnical, Environmental, and Material Testing Services
Proposed New Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois 61554
MET Proposal No. B24155
Page 3

Please confirm by signing the acceptance block below and returning a copy for our files.
We are looking forward to working with you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Patrick A. Hahn, P.E.
Geotechnical Department Manager

Michael Heaton
Environmental Department Manager

Kelsey R. Mueller

Digitally signed by Kelsey R. Mueller
DN: cn=Kelsey R. Mueller, o, ou=MET,
email=kmueller@metgeotech.com, c=US
Date: 2024.08.08 11:12:27 -05'00'

Kelsey R. Mueller
Bloomington Division Manager

Accepted: _____

Name: _____

Signature: _____

Title: _____

Date: _____

- Enclosures: Boring Location Diagram
Estimate Worksheets A and B
2025 Standard Fee Schedule (Construction Testing)
Soil Boring and Construction Testing Rate Schedule (Wold)
General Conditions



Ramsey Division

Midwest Engineering and Testing, Inc.
geotechnical-environmental-materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
www.metgeotech.com

Ms. Kirsta Ehmke, AIA
Associate
Wold Architects and Engineers
220 Morth Smith St., Suite 310
Palatine, IL 60067
kehmke@woldae.com
mbickel@woldae.com
CC: Mr. Matt Bickel

Proposal for Geotechnical Services
Proposed Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois 61554
MET Proposal No. B24155
August 8, 2024

ESTIMATE WORKSHEET A

Quantity

Unit Fee

Total

Field Exploration Services

Mobilization of drilling equipment and personnel	1	Lump Sum	\$1,000.00	\$1,000.00
Drilling Support Vehicle	3	Days	\$150.00	\$450.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	244	Feet	\$18.00	\$4,392.00
- 25 to 50 feet	0	Feet	\$23.00	\$0.00
Percolation Tests - 2 locations at 2 or 3 depths each	2	Locations	\$1,000.00	\$2,000.00
Subtotal for Field Services:				\$7,842.00

Environmental Services

CCDD Sample Collection	1	Lump Sum	\$750.00	\$750.00
CCDD Lab Testing (per sample)	1	Sample	\$1,000.00	\$1,000.00
CCDD Letter Report	1	Lump Sum	\$750.00	\$750.00
Phase I Environmental Study	1	Lump Sum	\$4,000.00	\$4,000.00
Subtotal for Environmental Services:				\$6,500.00

Laboratory Soil Testing Services

Moisture Content Tests	100	Tests	\$5.00	\$500.00
Unconfined Compression Test	10	Tests	\$10.00	\$100.00
Density Determination	10	Tests	\$5.00	\$50.00
Subtotal for Lab Services:				\$650.00

Engineering Services

Project Engineer - Coordination and Report Prep.	16	Hours	\$150.00	\$2,400.00
Project Engineer - Design Meetings	3	Hours	\$150.00	\$450.00
Principal Engineer - Report Review and Admin.	4	Hours	\$200.00	\$800.00
Subtotal for Engineering Services:				\$3,650.00

TOTAL ESTIMATED FEE:

\$18,642.00



Ramsey Division

Midwest Engineering and Testing, Inc.
geotechnical-environmental-materials engineers
1701 W. Market St., Suite B
Bloomington, Illinois 61701
309-821-0430
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Ms. Kirsta Ehmke, AIA
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Wold Architects and Engineers
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Palatine, IL 60067
kehmke@woldae.com
mbickel@woldae.com
CC: Mr. Matt Bickel

Proposal for Geotechnical Services
Proposed Justice Center Annex
Tazewell County
17 South Capitol Street
Pekin, Illinois 61554
MET Proposal No. B24155
August 8, 2024

ESTIMATE WORKSHEET B

	<u>Quantity</u>		<u>Unit Fee</u>	<u>Total</u>
<i>Field Exploration Services</i>				
Mobilization of drilling equipment and personnel	1	Lump Sum	\$1,000.00	\$1,000.00
Drilling Support Vehicle	2	Days	\$150.00	\$300.00
Soil drilling with split-spoon sampling from depths of:				
- 0 to 25 feet	200	Feet	\$18.00	\$3,600.00
- 25 to 50 feet	0	Feet	\$23.00	\$0.00
Subtotal for Field Services:				\$4,900.00
<i>Laboratory Soil Testing Services</i>				
Moisture Content Tests	80	Tests	\$5.00	\$400.00
Unconfined Compression Test	8	Tests	\$10.00	\$80.00
Density Determination	8	Tests	\$5.00	\$40.00
Subtotal for Lab Services:				\$520.00
<i>Engineering Services</i>				
Project Engineer - Coordination and Report Prep.	6	Hours	\$150.00	\$900.00
Principal Engineer - Report Review and Admin.	2	Hours	\$200.00	\$400.00
Subtotal for Engineering Services:				\$1,300.00
TOTAL ESTIMATED FEE:				\$6,720.00



**2025 STANDARD FEE SCHEDULE
 CONSTRUCTION TESTING AND ENGINEERING FEES**

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of construction materials, including concrete placement, field density testing for soil compaction, spread footing inspection, pile inspection, caisson inspection, asphalt placement, asphalt and concrete batch plant inspection, structural steel bolting, visual welding inspection, and roofing inspection.

Senior Engineering Technician	\$ 75.00 Per Hour	Nuclear Density Gauge	\$ 60.00 Per Day
		Concrete Coring Machine	\$ 150.00 Per Day
		Generator	\$ 100.00 Per Day
Field Engineer or Geologist	\$ 100.00 Per Hour	Floor Flatness Meter	\$ 200.00 Per Day
Certified Welding Inspector (CWI)	\$ 135.00 Per Hour	Dynamic Cone Penetrometer (DCP)	\$ 50.00 Per Day
ISBE Code Inspections	\$ 135.00 Per Hour	Static Cone Penetrometer (SCP)	\$ 50.00 Per Day

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Staff Engineer or Geologist	\$ 115.00 Hour	Principal Engineer	\$ 200.00 Hour
Project Engineer	\$ 150.00 Hour	Senior Geologist	\$ 150.00 Hour

LABORATORY TESTING SERVICES

Concrete Cylinder Compression Test	\$ 20.00 Each	Moisture Density Relationship:	
Concrete Beam Flexural Test	\$ 35.00 Each	Standard Proctor	\$ 150.00 Each
Grout Cube Compression Test	\$ 20.00 Each	Modified Proctor	\$ 175.00 Each
Grain size - Dry Sieve Analysis	\$ 125.00 Each	One Point Confirmation Test	\$ 75.00 Each
Grain size - Wash Test	\$ 125.00 Each		
Grain size - Hydrometer	\$ 175.00 Each	Concrete Relative Humidity Sensors	\$ 50.00 Each
Atterberg Limits	\$ 100.00 Each	Concrete Moisture Calcium Chloride	\$ 50.00 Each
Concrete Cylinder Molds	\$ 2.50 Each	Concrete Core Compression Tests	\$ 45.00 Each
Maturity Meter Sensors	\$ 75.00 Each		

REMARKS - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 4 hours will apply for all Field Testing Services. A transportation charge of \$0.75 per mile will be added for travel to and from the site, and other job related travel for project locations outside of Bloomington-Normal. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday, or holidays; for work scheduled outside the hours of 7:00 a.m. to 5:00 p.m.; or for more than eight (8) hours per day. Services and fees not listed will be quoted upon request. The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1.5% per month of delinquency.

SOIL BORING AND CONSTRUCTION TESTING RATE SCHEDULE

DESIGN TESTING

SOIL BORINGS	Initial Borings: 20 ft deep, location per attached plan. Soil Evaluation Draft & Final Reports, All Trip Charges Three Design Meetings Phase 1 – Environmental Assessment		(Single Lump Sum)	\$18,642.00
ADDITIONAL SOIL BORINGS	Single unit price: Assume 10 soil borings performed in one phase, all trip charges and piezometer tests.	Quantity	Rate	
		10 borings x	\$672.00 / boring	\$6,720.00
			Subtotal	\$ 25,362.00

CONSTRUCTION TESTING

		Quantity		Rate	
EARTHWORK	Quality Control Excavation Observation	210 hrs. x		\$ 75.00 / hour	\$ 15750.0
	Density Tests	210 hrs. x		\$ 75.00 / hour	\$ 15750.0
	Sieve Analysis	3 tests x		\$ 150.00 / test	\$ 450.0
	Standard Proctor Test	8 tests x		\$ 150.00 / test	\$ 1200.0
	Nuclear Density Rental	130 days x		\$ 60.00 / day	\$ 7800.0
	Trip Charge	130 trips x		\$ 60.00 / trip	\$ 7800.0
	Engineer (Report Review /Admin)	65 hours x		\$150.00 / hr	\$ 9750.0
			Subtotal		\$ 58,500.00
PAVING	QC Subgrade Proof Roll Observation	25 hrs. x		\$ 75.00 / hour	\$ 1875.00
	Compaction Testing	16 hrs. x		\$ 75.00 / hour	\$ 1200.0
	Nuclear Gauge Rental	2 days. x		\$ 60.00 / day	\$ 120.00
	Standard Proctor	2 tests x		\$ 150.00 / test	\$ 300.00
	Bituminous Coring	8 hrs. x		\$ 250.00 / hour	\$ 2,000.00
	Thickness & Density Tests	65 tests x		\$ 75.00 / test	\$4,875.00
	Marshall Density	2 test x		\$ 400.00 / test	\$ 800.00
	Trip Charges	16 trips x		\$ 60 / trip	\$ 960.00
	Engineer (Report Review/Admin)	8 hours x		\$150 / hr	1200.00
			Subtotal		\$ 13,330.00
CONCRETE	Quality Control Testing	360 hrs. x		\$ 75.00 / hour	\$ 27,000.00
	Sample Pick-up	80 trips x		\$ 150.00 / trip	\$ 12,000.00
	Compressive Strength Tests	720 tests x		\$ 20.00 / test	\$ 14,400.00
	Trip Charges	80 trips x		\$ 60.00 / trip	\$ 4,800.00
	Engineer (Report Review/Admin)	40 hrs. x		\$150.00 / hr.	\$6,000.00
			Subtotal		\$64,200.00

MASONRY	Quality Control Testing	80 hrs.	x	\$ 75.00	/ hour	\$ 6,000.00
	Compressive Strength Prism Tests	60 tests	x	\$ 20.00	/ test	\$ 1,200.00
	Net Area Determination	8 tests	x	\$ 150.00	/ test	\$ 1,200.00
	Compressive Strength Grout Tests	55 tests	x	\$20.00	/ test	\$ 1,100.00
	Masonry Sample Pick-ups	8 trips	x	\$ 150.0	/ trip	\$ 1,200.00
	Trip Charge	16 trips	x	\$ 60.00	/ trip	\$ 960.00
	Engineer (Report Review/Admin)	8 hrs.	x	\$150.00	/ hr.	\$1,200.00
					Subtotal	\$ 12,860.00
STEEL	Field Special Inspection	75 hrs.	x	\$ 135	/ hour	\$10,125.00
		16 trips	x	\$ 60.00	/ trip	\$960.0
	Engineer (Report Review/Admin)	8 hrs.	x	\$150.00	/ hr.	\$1,200.00
					Subtotal	\$ 12,285.00
TOTAL ESTIMATED COST						\$ 161,175.00

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
Geotechnical Services

Item 1. Scope of Work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

Item 7. Technical Methodology and Protocol. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
Environmental Services

Item 1. Scope of Work. Midwest Engineering and Testing Inc. (MET) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party of entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement. The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client release any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permission for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. MET's work shall include visual observation, laboratory analysis, and physical testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of detection, quantification, or identification of hazardous substances or constituents present, if any, within the defined scope of its services. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

Item 5. Unanticipated Hazardous Materials. The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. In this regard, MET makes no representations or guarantees that the points selected for sampling are in any way representative of the entire site.

Item 7. Technical Methodology and Protocol. The field of environmental engineering, and associated technologies, guidelines, regulations, and practices are in a constant mode of change and development. Variations and inconsistencies exist amongst the guidelines, regulations, and standards of various governmental agencies and other recognized authorities; this necessitates that judgment be applied in the selection of methods and procedures implemented in the performance of work in this field. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement. MET will utilize the services of a subcontracted analytical laboratory for related testing, and possibly other types of subcontractor services, as necessary to complete the project. MET will strive to select a subcontractor which is generally accepted and recognized in their respective industry, but shall assume no responsibility for claims or losses arising from the negligence or errors and omissions of the selected entity. The client may specify a laboratory or other subcontractor of client's choice for the required services by providing such written instructions to MET at any time prior to performance of work, subject to acceptance of any increased costs which may result from such selection.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination. The client shall also pay any required collection cost including attorney fees.

GENERAL CONDITIONS

Midwest Engineering and Testing, Inc. (MET)

General Testing Services

Item 1. Scope of work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of MET signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the Client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the progeny the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MET field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MET personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MET will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that MET would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by MET or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MET's recommendations. No Claims for loss, damage or injury shall be brought against MET by client or any third party unless all tests and observations have been so performed and unless MET's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions. which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures by exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MET will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations,

estimates, and other documents prepared by MET as instruments of service, shall remain the property of MET, unless there are other contractual agreements. MET will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. MET shall hold Confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns, or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 10. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET.

Item 11. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and property executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements. and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MET shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MET's files in order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MET's report.



870 40th Avenue
Bettendorf, Iowa
P (563) 355-0702
Terracon.com

August 14, 2024

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, Illinois 60067

Attn: Ms. Kirsta Ehmke, AIA

RE: Proposal for Geotechnical Engineering and Environment Testing Services
New Justice Center Annex
17 S Capital Street
Pekin, Tazewell County, Illinois
Terracon Proposal No. P07245106

Dear Ms. Ehmke:


We appreciate the opportunity to submit this proposal to Wold Architects and Engineers (Wold) to provide geotechnical engineering and environmental testing services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our lump sum fee to perform the Scope of Services described in this proposal is \$20,350, including private utility location fees. **Exhibit C** includes details regarding our fees and a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon


Joel D. Schluensen, P.E.
Project Engineer


Sara J. Somsky, P.E.
Principal

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Wold Architects and Engineers ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Tazewell County Justice Center Annex project ("Project"), as described in Consultant's Proposal dated 08/14/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
By:  Date: 8/14/2024
Name/Title: Sara J Somsky / Geotechnical Department Manager
Address: 870 40th Ave
Bettendorf, IA 52722-1607
Phone: (563) 355-0702 Fax: (563) 355-4789
Email: Sara.Somsky@terracon.com

Client: Wold Architects and Engineers
By: _____ Date: _____
Name/Title: Tyler Severson
Address: 220 North Smith Street, Suite 310
Palatine, IL 60067
Phone: (847) 241-6100 Fax: _____
Email: tseverson@woldae.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Wold. We have not visited the project site to confirm the information provided. We request Wold and/or the design team verify all information provided in the following tables prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	RFP dated August 2, 2024, prepared by Wold
Project Description	<p>A new annex to the existing justice center is planned in a vacant lot, north of the existing justice center. The proposed annex has a plan area of about 23,000 square feet. The proposed building is still in early planning/design phases, but is anticipated to be steel-framed. The number of stories was not provided. Based on our experience with similar type structures, we anticipate the annex to include two stories and a basement level.</p> <p>An underground secure connection tunnel is anticipated between the existing justice center and proposed annex.</p> <p>A potential below-grade stormwater detention basin is planned west of the proposed annex. A parking lot is anticipated above the stormwater detention basin area, west of the proposed annex.</p>
Finished Floor Elevation	The finished floor elevation was not provided, but is anticipated to be near existing grades.
Maximum Loads	<p>Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects.</p> <ul style="list-style-type: none"> ■ Columns: 250 kips ■ Walls: 4 kips per linear foot (klf) ■ Slabs: 100 pounds per square foot (psf)
Grading	A grading plan was not provided. Based on existing grades, less than 1 foot of cut and/or fill is anticipated to establish final grades. Excavation depths of up to 15 feet are anticipated to construct the basement level and/or detention basin area.



Item	Description
Pavements	No information regarding anticipated vehicle types, axle loads, or traffic volumes was provided. We anticipate the pavements will be utilized primarily by passenger vehicles (cars, pickup trucks, SUV's) with occasional 2-axle delivery trucks and 3-axle trash collection trucks.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 17 S Capital Street in Pekin, Tazewell County, Illinois. 40.5697° N 89.6490° W (approximate; see Exhibit D)
Existing Improvements	The site consists of a now vacant lot surrounded by city streets and associated utilities. We understand, the previous commercial buildings were recently demolished.
Current Ground Cover	Bare earth, gravel, weeds/vegetation
Existing Topography	Based on Google Earth, the site is relatively flat, with the ground surface elevations ranging from 472 to 474 feet.
Site Access	We expect the site and all boring locations will be accessible with our ATV-mounted drilling equipment and support truck.



Exhibit B - Scope of Services

Our proposed Scope of Services consists of a field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Geotechnical Scope of Services

Field Exploration

Wold requested the following boring locations and depths:

Boring ID	Planned Boring Depth (feet) ¹	Planned Location ²
B-1 (PAV-1)	Pavement Core + 20	Underground Tunnel
PAV-2	Pavement Core	Underground Tunnel
B-2 through B-10	20	Building Area
B-11 and B-12	15	Proposed Detention Basin / Pavement Area

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±20 feet. Field measurements from existing site features may be utilized. The approximate elevations at the boring locations will be obtained by the drill crew using an engineer’s level and rod, and will be referenced to a temporary benchmark. If a specific benchmark is desired, such as the finished floor elevation of the existing justice center, we need its location and elevation before we commence the fieldwork. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance the borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary) and/or rotary wash boring techniques. Samples will generally be obtained continuously in Borings 11 and 12. In the remaining borings, samples will be obtained at an interval of approximately 2½ feet in the upper 10 feet of each boring and at an interval of 5 feet thereafter. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). The samples, including the pavement cores, will be placed in appropriate containers, taken to our laboratory for testing, and

classified by an engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. If rotary wash drilling methods are used to advance the boreholes, the drilling fluid will obscure the actual groundwater levels, so water levels will not be recorded in boreholes after the initiation of rotary wash drilling methods.

Our exploration team will prepare field logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples.

Soil samples obtained during our field exploration will be retained for approximately 60 days after submittal of our geotechnical engineering report in the event that additional testing is requested.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite chips upon completion. Borings performed in paved areas will be capped with ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period of time, we recommend boreholes be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we will consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our

Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will contact Illinois JULIE to locate utilities in public easements. This service requires 2 days to clear utilities from the time the request is made. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by Wold prior to commencement of field exploration. Terracon also plans to perform a private utility locate utilizing our geophysical equipment in the vicinity of the proposed borings. Fees associated with this service are included in our Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve Wold of their responsibilities in identifying private underground utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight (on thin-wall cohesive soils only)
- Unconfined compressive strength (on thin-wall cohesive soils only)
- Atterberg limits (3 samples, based on soils encountered)
- Grain size analysis (8 samples, based on soils encountered)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System

(USCS). The grain size analysis will assist in correlating the soil classifications in accordance with the USDA system with estimated infiltration rates.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Lateral earth pressure recommendations for below grade walls
- Recommendations for pavement support and estimates of minimum thicknesses
- Estimates of infiltration rates for soils observed in the borings, based on correlations with USDA classifications

Your project will be delivered using **Compass** (Terracon's online client portal). Upon initiation, we provide you and your design team the necessary link to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report will be maintained in our system to allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Environmental Scope of Services: Phase I ESA

A Phase I Environmental Site Assessment will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this Phase I ESA is to assist the client with developing information to identify recognized environmental conditions (RECs) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. The Phase I ESA will include pertinent information related to the physical setting of the site, historical user information, client (user) provided title information, applicable interviews, regulatory records review, and reconnaissance of the site and adjoining/surround properties. Based on Terracon's understanding, a Chain of Title/Lien Search between 1980 and the present is not included in this fee. This scope includes up to two hours of file review time and assumes that safe and legal access to the site will be provided by the Client.

One electronic copy of the Phase I ESA report will be provided to Wold Architects. The report will present the results of the assessment and will be signed by an Environmental Professional responsible for the Phase I ESA. The report will contain an environmental professional statement as required by 40 CFR 312.21(d). The report will be prepared for the exclusive use and reliance of Community Wold Architects.

Based on the historical use of the site and surrounding properties, Terracon has determined the project site is a potentially impacted property (PIP) and will require LPC-663 for disposal of uncontaminated soil fill. Terracon proposes to observe, field screen, and sample/analyze soil recovered during the advancement of the geotechnical borings to support completion of the form.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our lump sum fee is shown in the following table:

Task	Lump Sum Fee ¹
Geotechnical Scope of Services:	
Private Utility Locates ² , Subsurface Exploration ³ , Laboratory Testing, Geotechnical Report, Post Report Meetings/Collaboration (up to 3 hours)	\$17,250
Environmental Scope of Services:	
Phase 1 Environmental Assessment	\$3,100
Total	\$20,350
Additional Mobilization/Demobilization	\$1,500
Additional Soil Boring (20 feet below ground surface), including USDA Classification Estimates	\$860 per boring

1. Proposed fees noted above are effective for 90 days from the date of the proposal.
2. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.
3. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of as outlined above would be invoiced. A drill crew standby rate of \$450 per hour would be invoiced for unexpected delays.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating



services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	At least 2 days prior to commencing field program
Field Program	Drill date will be coordinated with Wold 4 days of fieldwork anticipated
Site Characterization	10 days after completion of field program
Geotechnical Report	15 days after completion of field program
<ol style="list-style-type: none"> 1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. Standard workdays. We will maintain an activities calendar within on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery. 	

Exhibit D - Site Location

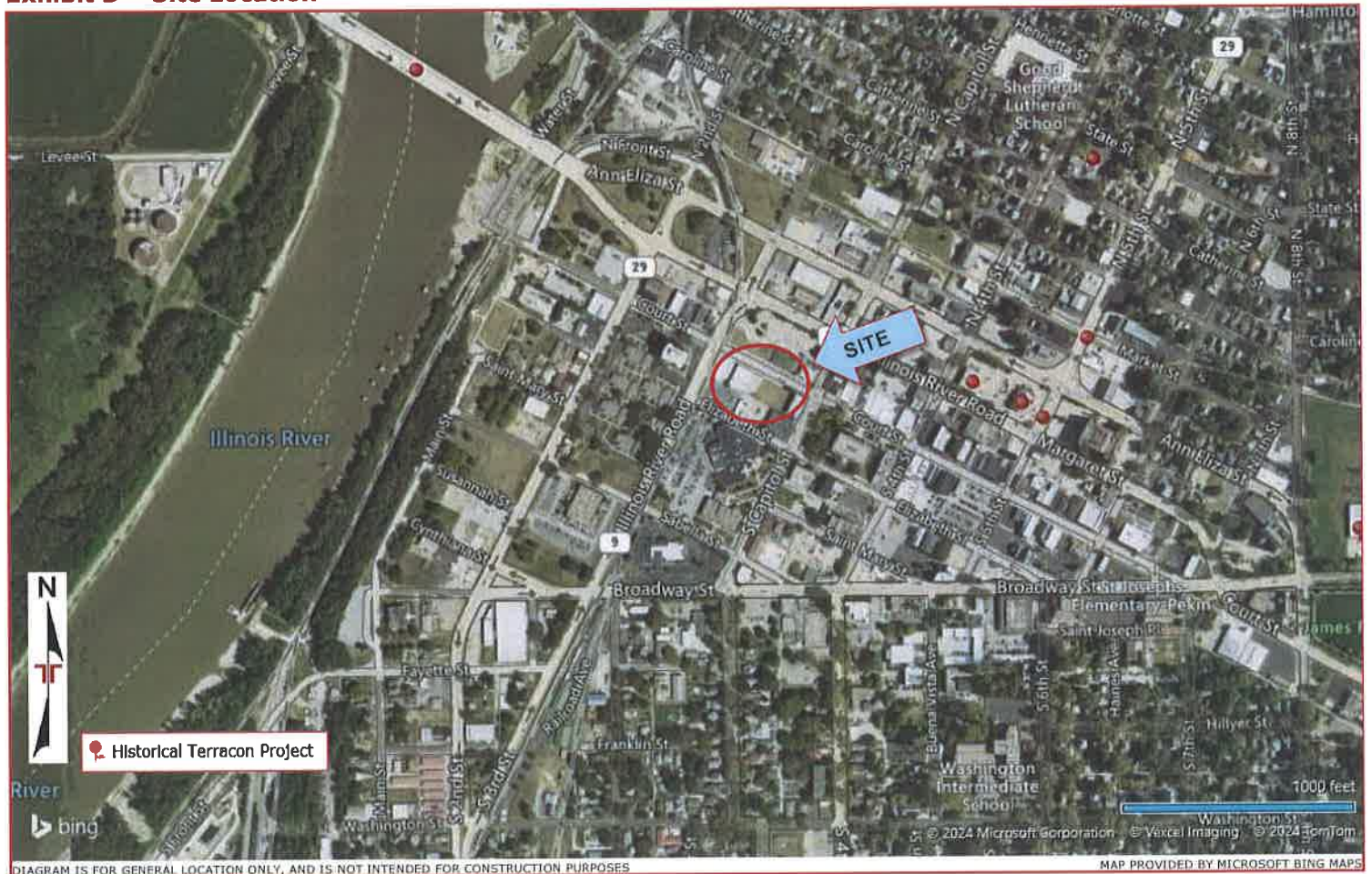
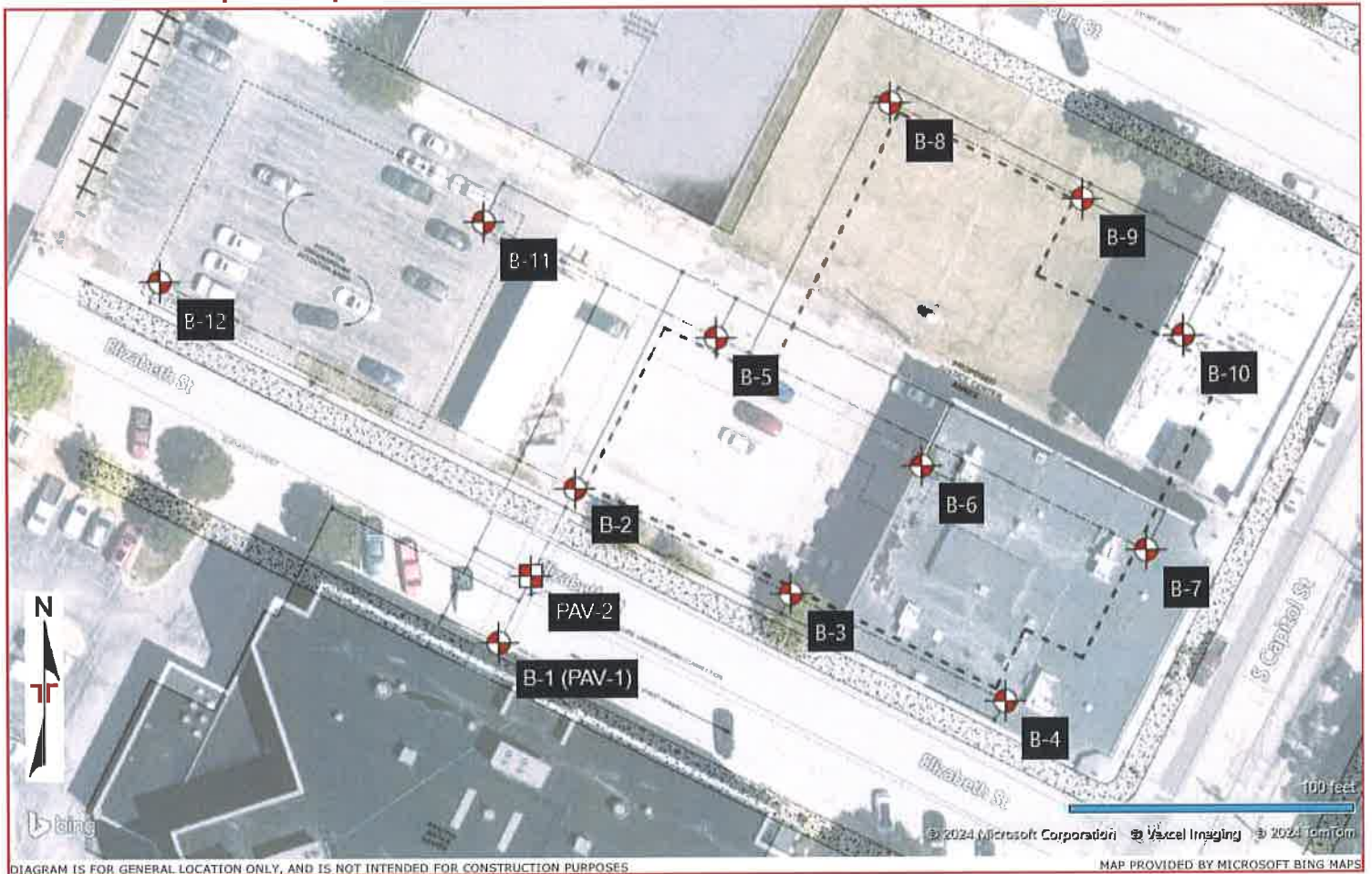


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



SOIL BORING AND CONSTRUCTION TESTING RATE SCHEDULE

DESIGN TESTING

SOIL BORINGS	Initial Borings: 20 ft deep, location per attached plan. Soil Evaluation Draft & Final Reports, All Trip Charges Three Design Meetings Phase 1 – Environmental Assessment		(Single Lump Sum)	<u>\$ 20,350</u>
ADDITIONAL SOIL BORINGS	Single unit price: Assume 10 soil borings performed in one phase, all trip charges and piezometer tests.	<u>Quantity</u>	<u>Rate</u>	
		10 borings x	\$ 860 / boring	<u>\$ 8,600</u>
			Subtotal	\$28,950

CONSTRUCTION TESTING

EARTHWORK	Quality Control Excavation Observation	210 hrs. x	\$ 70 / hour	\$ 14,700
	Density Tests	210 hrs. x	\$ 70 / hour	\$ 14,700
	Sieve Analysis	3 tests x	\$ 175 / test	\$ 525
	Standard Proctor Test	8 tests x	\$ 200 / test	\$ 1,600
	Nuclear Density Rental	210 hrs. x	\$ 8 / hour	\$ 1,680
	Trip Charge	130 trips x	\$ 175 / trip	\$ 22,750
			Subtotal	\$55,955
PAVING	QC Subgrade Proof Roll Observation	25 hrs. x	\$ 85 / hour	\$ 2,125
	Compaction Testing	16 hrs. x	\$ 70 / hour	\$ 1,120
	Nuclear Gauge Rental	16 hrs. x	\$ 8 / hour	\$ 128
	Standard Proctor	2 tests x	\$ 200 / test	\$ 400
	Bituminous Coring	8 hrs. x	\$ 300 / hour	\$ 2,400
	Thickness & Density Tests	65 tests x	\$ 50 / test	\$ 3,250
	Marshall Density	2 test x	\$ 300 / test	\$ 600
	Trip Charges	16 trips x	\$ 175 / trip	\$ 2,800
			Subtotal	\$ 12,823
CONCRETE	Quality Control Testing	360 hrs. x	\$ 70 / hour	\$ 25,200
	Sample Pick-up	80 trips x	\$ 175 / trip	\$ 14,000
	Compressive Strength Tests	720 tests x	\$ 20 / test	\$ 14,400
	Trip Charges	80 trips x	\$ 175 / trip	\$ 14,000
			Subtotal	\$67,600

MASONRY	Quality Control Testing	80 hrs.	x	\$ 85	/ hour	\$ 6,800
	Compressive Strength Prism Tests	60 tests	x	\$ 50	/ test	\$ 3,000
	Net Area Determination	8 tests	x	\$ 100	/ test	\$ 800
	Compressive Strength Grout Tests	55 tests	x	\$ 25	/ test	\$ 1,375
	Masonry Sample Pick-ups	8 trips	x	\$ 175	/ trip	\$ 1,400
	Trip Charge	16 trips	x	\$ 175	/ trip	\$ 2,800
					Subtotal	\$ 16,175
STEEL	Field Special Inspection	75 hrs.	x	\$ 110	/ hour	\$ 8,250
		16 trips	x	\$ 350	/ trip	\$ 5,600
					Subtotal	\$ 13,850
					TOTAL ESTIMATED COST	\$ 195,353



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
1215 Field Technician	\$70.00	hour*
1205 Senior Technician	\$85.00	hour*
1257 Certified Weld Inspector	\$110.00	hour*
1119 Project Coordinator	\$85.00	hour
1155 Project Manager	\$125.00	hour
1150 Senior Project Manager	\$185.00	hour
LABORATORY TESTING		
2039 Standard Proctor, Soil	\$200.00	each
2040 Standard Proctor, Rock	\$240.00	each
2093 Standard Proctor, Soil/Cement	\$300.00	each
2046 Modified Proctor, Soil	\$250.00	each
2047 Modified Proctor, Rock	\$290.00	each
2066 Aggregate Gradation (include #200 wash)	\$165.00	each
3324 Compressive Strength Cylinder (made by Terracon)	\$20.00	each
3326 Trimming or Capping of Irregular Surfaces	\$30.00	each
4007 Compressive Strength of Grout Prism	\$50.00	each
FIELD EQUIPMENT/MATERIALS		
1631 Nuclear Density Gauge	\$50.00	day
1635 Cone Penetrometer or Field Vane Shear	\$20.00	trip
Miscellaneous Charges	Cost + 20%	
EXPENSES		
1620 Vehicle Charge	\$175.00	trip
1622 Regional Vehicle Charge (Structural Steel Inspector)	\$350.00	trip
1106 Project Setup	\$300.00	each
4040 Expedited Services Charge	\$40.00	each

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A 2-hour minimum charge per task is applicable to all site visits. Field services time will be rounded up to the nearest 0.5 hour. Trip charge includes vehicle and mileage costs. Expedited service charges may apply to all field services (per trip) with less than a 4 business hour notice and all rush laboratory services.

Rates provided above are valid only if authorized within 90 days from the listed proposal date.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.