

AGREEMENT TO GEOTECHNICAL CONSULTATION

For

SUBSURFACE EXPLORATION AND ANALYSIS

**Schaumburg Convention Center Project
Schaumburg, Illinois**

AGREEMENT

THIS AGREEMENT, made this 14 day of APRIL, 2003 by and between the VILLAGE OF SCHAUMBURG, (hereinafter referred to as the "Village"), and Professional Service Industries, Inc. of Elgin, Illinois (hereinafter referred to as the "Consultant"), with regard to certain Consulting Engineering services in connection with the Schaumburg Convention Center Project (hereinafter referred to as the "Project").

NOW THEREFORE, the Village and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Consultant agrees to perform Consulting Engineering Services in connection with the Project as per the attached Scope of Services, for the amount of Forty Four Thousand Three Hundred Ninety Four Dollars (\$44,394.00) (Contract Amount), as hereinafter stated.
2. The Consultant has made a Consulting Engineering Services proposal to the Village, dated March 14, 2003, along with subsequent written communications, attached hereto and expressly made a part hereof, in response to the Village's Request For Proposal, dated March 3, 2003, also attached hereto and expressly made part hereof.
3. The Village will pay the Consultant for the performance of the Agreement as follows:
 - A) Monthly payments based on actual work satisfactorily completed.
 - B) The total contract payment shall not exceed the Contract Amount.
 - C) The Village shall only authorize additions or deductions to the approved Contract Amount in writing. Any out of scope work performed without written approval from the Village shall be solely at the expense of the Consultant.
4. The Consultant will serve as the Village's professional Consulting representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of its services.
5. Geotechnical Consultant shall perform the services under the Agreement as an independent contractor and shall not be considered an employee of Owner for any purpose whatsoever, including but not limited to entitlement to Owner employee benefits.
6. The Consultant will furnish the services as required herein in accordance with the following schedule (Schedule) based on the anticipated execution of this Agreement by April 9, 2003. If execution of the Agreement is delayed the Schedule will be adjusted day-for-day.

Contract Executed: April 9, 2003
Desktop Report Due: April 16, 2003
Exploration Complete: April 25, 2003
Full Report Due: May 6, 2004

7. The Consultant will attend a minimum of two conferences, as scheduled by the Architect, and visit the site of the work at any reasonable time when requested to do so by the Village.
8. The Consultant warrants that he is technically qualified and is entirely conversant with the design standards and policies applicable to this project; and that he has sufficient properly trained, organized, and experienced personnel to perform the services enumerated herein.

9. The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his work and shall indemnify and save harmless the Village, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. The Consultant shall assume all restitution and repair costs arising out of an error, omission, and/or negligence. He shall give immediate attention to any remedial changes so there will be minimal delay to the Project and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the Village.
10. The Village agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Consultant shall then proceed to the next phase.
11. The Village agrees to notify the Consultant at least 24 hours in advance of the need for personnel or services.
12. Village shall provide Consultant safe access to any premises necessary for Consultant to provide the Services.
13. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Village's Contractors, if any.
14. This Agreement shall be in effect for a period of 1 year from the date of execution.
15. The General Provisions, attached hereto, are binding to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

VILLAGE OF SCHAUMBURG, a municipal corporation

Ken Fritz
Village Manager

ATTEST:

Thomas C. Hallmark, Jr.

Director of Engineering

Consultant: Professional Service Industries, Inc.

Address: 665 Tollgate Road, Unit "H", Elgin, IL 60123

By:

John Balow

Title:

BRANCH MANAGER

ATTEST:

AGREEMENT GENERAL PROVISIONS

GENERAL

This Agreement shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Consultant. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Consultant.

DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the Consultant in connection with any or all of the services to be furnished hereunder shall be delivered to the Village for the expressed use of the Village. The Consultant does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. Any reuse, without specific written verification by the Engineer, shall be at the Village's own risk. The Engineer shall provide all deliverable products to the Village for approval and dissemination. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement.

The Consultant agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Consultant pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records and reports shall be turned over to and become the property of the Village and that during the performance of the Consulting services herein provided for, the Consultant shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession and any such loss or damage shall be restored at his expense. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Village for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Consultant for the specific purpose intended, shall be at the Village's risk. The Village agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by the Village or others acting through the Village.

ASSIGNMENT

The Geotechnical Consultant shall not assign its rights under the Agreement, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Geotechnical Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement

Owner's rights and duties under the Agreement shall be freely transferable and assignable by Owner to a transferee who acquires substantially all of Owner's interest in the Project, and in the event of any such transfer or assignment and the assumption by the transferee of the obligations of Owner thereafter arising or accruing under the Agreement, the Geotechnical Consultant shall look solely to such transferee for the performance of all obligations and agreements imposed upon Owner and thereafter arising or accruing under the terms of the Agreement.

SUBLETTING OF CONTRACT

The Consultant may sublet portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the Engineer and shall further be subject to approval by the Village. The Consultant shall identify all proposed sub-consultants who will furnish services under the terms of this RFP. The work to be done by the sub-consultant shall be outlined in detail in the proposal submitted by the Consultant. None of the services to be furnished by the Consultant shall be sublet, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the Consultant shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.

INVOICING AND PAYMENT

Any payment made to the Consultant shall be strictly on the basis of quantum merit. The Consultant shall submit an AIA G702/G703 style invoice to the Village by the 25th of each month, detailing the percentage of completion for each line item in the proposal contributing to the Contract Amount.

This Agreement is for the delivery of professional services. The estimated total amount quoted for each individual Agreement performed under the subject Agreement is a lump sum amount. The Consultant shall submit invoices in duplicate not more than once each month. Such statements shall be inclusive of a detailed breakdown of all charges incurred. If applicable, the invoice shall detail personnel name, title, rate of pay, hours charged, and task worked and all direct costs shall be itemized consistent with the various categories stated within the proposal. If multipliers are used, they shall be clearly indicated and applied to total man-hours summated for the period. Invoices that include hourly billing shall be based on actual hours of performance. Invoices shall be accompanied by progress reports. The invoices will not be considered complete without a progress report and deemed un-payable. Should overruns for any of the items within the proposal become evident due to unforeseen circumstances, the Consultant shall notify the Village immediately and the Engineer shall do no further work until authorization to proceed in writing has been received from the Village.

CHANGES

The Village reserves the right by written amendment to make changes to the schedule or scope of services. The Consultant and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

SUSPENSION OF SERVICES

The Village may, at any time, by written order to the Engineer, require the Engineer to stop all or any part of, the services required by this Agreement. Upon receipt of such an order, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided the Village deems them reasonable.

TERMINATION OF AGREEMENT

The Village reserves the right to terminate the whole or any part of this Agreement, upon ten calendar days written notice to the Consultant. The Village further reserves the right to cancel the whole or any part of the Agreement, if the Consultant fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Consultant will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

In case the Consultant shall fail to perform his agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising out of said breach. Said election shall be made by a written notice to be sent by mail or served personally on the Consultant at his office within 10 days from the date of default.

Upon termination, the Consultant shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost of termination incurred by the Consultant before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Consultant a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Consultant shall stop all work until said agreement is reached.

COMPLIANCE WITH LAWS

The Consultant shall at all times, observe, and comply with all laws, ordinances, and regulations of the Federal, State, Local, and Village governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

COMPLIANCE WITH OSHA STANDARDS

The Consultant shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the Agreement.

PERMITS AND LICENSES

The Consultant shall obtain, at its own expense, all permits and licenses which may be required to complete the agreement, and/or required by Municipal, State, and Federal regulations and laws.

NON-DISCRIMINATION POLICY

The Village of Schaumburg does not discriminate on the basis of handicapped status in the admission of or access to, or treatment of employment in, its programs and activities.

PREVAILING WAGE

Not less than the Prevailing Rate of Wages as found by the Village of Schaumburg or the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this Agreement.

INSURANCE REQUIREMENTS

Insurance: The Consultant will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Schaumburg as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced or materially changed without providing the Village 30 days advance notice, via certified mail.

Comprehensive General Liability including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, including Broad Form Contractual Liability Insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.

Automobile Liability insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

Umbrella or Excess Liability Coverage contractor shall provide evidence of Umbrella or Excess Liability Coverage of \$2,000,000.

Workers' Compensation is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease - policy limit, and \$500,000 disease - each employee.

Insurance Rating - All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII

A Certificate of Insurance is required as evidence of coverage with the Village of Schaumburg named as an additional named insured. If insurance is canceled for any reason whatsoever the Village will be given not less than 30 days prior written notice.

The Consultant shall not commence work under this Contract until they have obtained all insurance required under this Section and the Village has approved such insurance, nor shall Consultant allow any subcontractor to commence work on their subcontract until the subcontractor has obtained the same insurance. Consultant and his/her subcontractor shall maintain all insurance required under paragraphs A and D of this Section for not less than one (1) year after completion of this Contract.

Special Requirement

If Consultant is an Architectural firm or Engineering firm, said Consultant shall file a Certificate of Insurance for errors and omissions coverage of not less than \$1,000,000 per each claim with a \$1,000,000 annual aggregate limit, subject to final acceptance by the Village of said coverage.

Hold Harmless Agreement (Contractual Liability)

To the extent of the sole negligence of the Consultant, his subconsultants, subcontractors or others employed by the Consultant to provide these Services, the Consultant agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees and agents against any and all claims, loss damage, injury, liability and court costs and attorneys' fees incident thereto, including any claims made by employees of the Consultant or any of his/her subcontractors, as well as all other persons, however, the same may be caused, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Consultant.

SCOPE OF SERVICES FOR SUBSURFACE EXPLORATION AND ANALYSIS

I. DESCRIPTION OF PROJECT

The Project consists of a three-building complex located in Schaumburg. Total project gross square footage (gsf) is approximately 805,400 gsf, and is broken down approximately as follows:

- **Convention Center:** (To be designed by John Portman & Associates). A single-story (no basement) 359,200 gsf exhibition space with related support functions, including a 28,000 gsf Grand Ballroom. The Convention Center main clear spans are on the order of 150', and the main hall will be designed to allow for future horizontal expansion, including an attached parking structure. Due to site soil conditions it is possible that the ground floor slab may be a structural slab (vs. a conventional slab-on-grade). The main roof structure will probably consist of flat, parallel chord built-up steel trusses, with integrated MEP services, moveable partition supports, etc. Foundations are assumed to consist of caissons and possibly spread footings for the low-rise/lightly loaded portions. Preliminary column loads will be made available to the Geotechnical Consultant.
- **Hotel:** (To be designed by John Portman & Associates). An 18-story (no basement) 343,500 gsf hotel, with associated support spaces, including a large porte cochere and grand entry stair. Structural systems will be investigated during the Design Development phase, but will likely consist of conventionally reinforced cast-in-place concrete. Foundations are assumed to consist of caissons and possibly spread footings for the low-rise/lightly loaded portions. Preliminary column loads will be made available to the Geotechnical Consultant.
- **Performing Arts Theatre:** (To be designed by Daniel P. Coffey & Associates). A 102,700 gsf multi-level (with partial deep basement) performing arts theatre with attached support spaces. The structure will most likely be framed with structural steel, especially the long-span areas over house and stage areas. Foundations are assumed to consist of caissons and possibly spread footings for the low-rise/lightly loaded portions. Preliminary column loads will be made available to the Geotechnical Consultant.
- **Site Work:** Currently the scope of site work includes site detention/water features, a large circular freestanding pergola, some site retaining walls and several acres of new parking lots and access roads.

Although, we anticipate the onsite work being completed before the spring thaw, the Bid Form includes a line item add to provide all-terrain drilling rigs should they be required.

There is also a separate line item on the Bid Form to include an add alternate for evaluating the feasibility of a ground source heat pump to be utilized for all or some of the buildings. This work can include evaluating soil temperatures, soil densities, thermal conductivities, drilling difficulties, and thermal diffusivity of all relevant soil strata. For additional information on these requirements contact Mr. Mehdi Jalayerian, PE at Environmental Systems Design (312-456-2268).

A two-phased program is proposed. The first phase will consist of a "Desktop" Report that will provide preliminary design parameters based upon available nearby soils information and the attached soil reports by others. The second phase will consist of the full soil boring and testing program. Three types of borings are indicated in the attached boring location plan (Exhibit "C"); shallow (5'-10') borings for pavement design, deep borings extending to bedrock, and "typical" soil borings extending a minimum of 35', or as required. Please note that Respondents may recommend reductions to this program depending upon the usefulness of previous soils reports, including those attached as Exhibits D & E

II. EXTENT OF WORK

- A. Make professional recommendations regarding:
1. Recommended system(s) for retention of: the general excavation, basement walls and the perimeter of any local excavations (elevator pits, etc.) to include design earth pressures, method of excavation and sequence required.
 2. Recommended system(s) to control ground water during construction and for the completed project.
 3. Filling and compaction requirements for general fill areas, behind foundation and pit walls, etc.
 4. Type(s) of foundation system(s) best suited for the various components of the project, including deep and shallow foundation systems. Include design criteria, bearing capacities and elevations. Indicate anticipated (total and differential) settlements, construction methods, possible construction difficulties, and recommended construction inspection methods.
 5. Design criteria and earth pressures for permanent earth retention (basement and pit walls)
 6. Procedures and details to control corrosion of foundation elements and buried utilities, if necessary
 7. Recommendations for the building's slab-on-grade design including proof-rolling requirements, design subgrade modulus, etc.
- B. Exploration:
1. Refer to the attached Revised Boring Location Plan for approximate boring locations. Coordinate final, exact location of borings with site conditions (utilities, access, etc.) and notify of any boring location changes if required.
 2. Determine static ground water level by recording water levels in bore holes. Record water levels 24 hours after drilling is completed.
 3. Sampling:
 - a. Use standard split spoon samplers in non-cohesive soil, with resistance determination in accordance with the Standard Penetration Test.
 - b. Use Shelby tube samplers in cohesive soil to obtain undisturbed samples.
 4. Retain representative samples of the materials encountered in their natural state. Seal the samples in moisture proof jars and label same. Stored samples are to be kept available for inspection and not disposed of without confirmation of the Architect.
 5. All boring holes shall be properly filled upon completion.
- C. Analysis:
1. Determine if site conditions exist which might be detrimental to buried concrete, steel, cast iron or ductile iron such as the presence of sulfates or carbon dioxide. Determine the pH of representative subgrade samples.

2. Perform other tests/analyses, such as compressive tests, pressuremeter testing, water content and unit weight tests, etc. as required for making professional recommendations described above. A minimum of four (4) vane shear tests shall be performed around the perimeter of the proposed theater basement area.

III. PERFORMANCE OF WORK

The Geotechnical Consultant shall perform the work in a professional and expeditious manner and shall submit the required reports at the earliest possible date and shall coordinate its work with all existing site restraints, such as buildings, utilities, underground construction, etc. All testing shall be according to ASTM Standards.

IV. SUBMITTALS

Submit copies of engineering reports prepared by a registered professional engineer, with brief but conclusive statements and recommendations covering all the items specified under Paragraph II, "EXTENT OF WORK". The reports shall also include:

- A. Description of boring procedure and laboratory tests.
- B. Description of surface and subsurface conditions with a complete and detailed log of each boring. The borings shall indicate elevation of grade based on local Datum, depth of boring, water levels noted, each change in soil strata and the depth at which these changes occur, any unusual action of boring apparatus, such as a drop, unusual resistance, squeezing or sloughing of walls of the boring or any loss or influx of water during boring operations.

Any other special soil or groundwater conditions affecting design and construction.

Continued on Next Page

V. AGREED FINAL ADJUSTMENTS TO SCOPE

Based on consultation, between the Consultant and the Project's Structural Engineer, final adjustments to the scope solicited above in RFP and the Consultant's initial alternate proposal were agreed as follows.

<u>Item</u>	<u>Final Scope</u>	<u>PSI Alt. Bid</u>	<u>PSI \$'s</u>
Base Bid Amount			\$39,789
Shallow Borings Included (SB)	24	Y; (boring plan minus 3)	
Standard Borings Included (B)	32	Y; (boring plan minus 5)	
Deep Borings Included (DB)	9	Y; to bed rock	
Add (2) SB's for parking extension	Y	N; per Unit Prices	\$ 180
Add (3) Standard Borings (B) per CGL	Y	N; per Unit Prices	\$ 969
Four Borings, each w/ 1 Pressure & 1 Vane	N	Per Quote Breakdown	\$(3,200)
Pressure Meter Tests	36; 6 tests/boring	N, have 4; quoted \$800/boring add	\$ 4,800
Vane Shear Included	16; 4 tests/boring	N; have 4; quoted \$400/boring add	\$ 1,600
Cone Penetration Tests (CPT) Alternate	N; Alternate	N; quoted \$14,000 as additional borings	
Sampling Rate (2.5' to 15', then 5' ea)	Y	Y	
Accept Form of Contract	Y	Y w/ minor exception	
Survey Location/Elev. Of Tests	Y	Y; by Surveyor	
# of Meetings Included	2	Y	
Confirm Offset of Orig. Schedule to April 9	Y	Y	
Insurance Coverage per Contract Form	Y	Y	
Schedule of Hourly Rates	Y	Y	
LS Agreement	Y	Y	
Shelby Tube in Cohesive Soil	Y	Y, to 50% recovery or better	
Geothermal Testing	N	Not part of this scope	
Exploration Adds		\$	4,349
Subtotal Lump Sum Scope			\$44,138
Provide ATV Rigs (w/ widetrack if req.)	Y	Y, per add alt.	\$ 1,225
TOTAL LUMP SUM			\$45,363

ALTERNATES

Cone Penetration Tests (CPT) Alternate	15	N; quoted \$14,000 as additional borings	\$14,000
TOTAL with ALTERNATES			\$59,363

END OF SCOPE OF SERVICES