

Proposal to

**The Glen Ellyn Public Library
400 Duane Street
Glen Ellyn, Illinois 60137**

**Design, Bidding Assistance, and Construction
Phase Services for Roof Replacement and
Facade Repairs at
The Glen Ellyn Public Library**

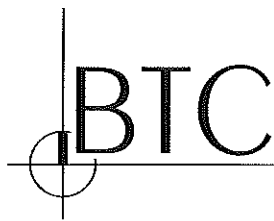


BTC Proposal No. 09-P945-R1
December 10, 2009

BTC

1845 E. Rand Road, Suite L-100
Arlington Heights, Illinois 60004

Building Technology Consultants, PC



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December 10, 2009

Via E-Mail: dbussey@gepl.org

Ms. Dawn Bussey
Library Director
The Glen Ellyn Public Library
400 Duane Street
Glen Ellyn, Illinois 60137

Re: Proposal for Design, Bidding Assistance, and Construction Phase
Services for Roof Replacement and Facade Repairs
The Glen Ellyn Public Library, Glen Ellyn, Illinois
BTC Proposal No. 09-P945-R1

Dear Ms. Bussey:

As requested during our previous telephone conversations, Building Technology Consultants, PC (BTC) is pleased to submit this proposal for proposal for design, bidding assistance, and construction phase services for roof replacement and facade repairs at the Library.

1 BACKGROUND INFORMATION

The Glen Ellyn Public Library is a three-story steel frame building constructed in 1994 and 1995.

The building roofs are primarily steep slope roofs with asphalt shingles. The original exterior walls are clad with a combination of brick veneer, stone, and exterior insulation and finish system (EIFS). The exterior windows are constructed with aluminum frames with insulated glass panels. In addition, there are aluminum and glass curtain wall systems on each elevation of the building.

The EIFS at the Quiet Room and the north elevation has been subsequently replaced with a drainage type conventional stucco cladding system in 2008 and 2009. As part of this work, the windows within the stucco replacement areas were removed and re-flashed to provide for proper management of moisture. These repairs have been found to be effective to date.

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We understand that the Library has received funding for the work that was previously recommended in our 2008 Master Plan documents. This work includes repairs to the facades, roofs, sealing the interior penetrations at the attic, and other non-related building envelope work. A small portion of the recommended work has been completed in the 2008 and 2009 repairs noted above.

The remaining facade work includes repairs to the masonry and replacement of the EIFS at the south, east, and west elevations. The roof replacement includes removal and replacement of the asphalt shingles along with replacement of the metal gutter system. An itemized scope of the work is included in Section 2 of this proposal. The total cost for all this work is anticipated to be over \$1,700,000. It is anticipated the construction for this work will start in the spring of 2010 and be completed in the summer of 2011.

2 OBJECTIVES AND SCOPE OF WORK

The objective of BTC's proposed work will be as follows:

1. Prepare design documents for the facade repairs, replacement of EIFS, replacement of the roof, and other work identified in the Phase I – Design section below. An alternate will also be provided for replacement of the windows at all elevations.
2. Assist the Owner in identifying qualified contractor to perform the work and obtaining competitive bids.
3. Perform construction phase services.

Our scope of work will be as follows:

Phase I – Design

BTC will develop drawings and specifications for the exterior facade repairs and roof replacement. Our scope of work for this phase of the project will be as follows:

1. Review original architectural and structural design drawings for the building to become familiar with the building construction.



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2. Evaluate applicability of any energy code requirements to this project. Determine the extent of roof insulation mandated by the code and evaluate the feasibility of installing such insulation. It should be noted that in some cases, installing the required insulation may be impractical.
3. Review the attic spaces and assess placement of existing attic vents. Perform calculations to evaluate attic ventilation requirements to meet existing applicable building code. The roof repair documents will include the installation of any supplemental passive attic ventilation needed to meet the building code requirements. If practical, we will design provisions to exceed the building code requirements for attic ventilation.
4. Perform a visual review of the roof and facades from the ground to evaluate the existing conditions and construction details, along with how they have changed since our last evaluation in 2008.
5. Prepare bid documents including administrative requirements, bid forms, technical specifications, and drawings that can be used to solicit competitive bids for the work. We anticipate incorporating standard AIA contract conditions and forms in the bidding documents. We strongly recommend that the Owner's attorney and insurance agent review these documents.
 - a. The anticipated scope of work for the masonry repairs will include the following:
 - 1) Selective repointing of brick masonry (complete repointing will be bid as an alternate)
 - 2) Rout out all cast stone accent unit joints and seal with sealant.
 - 3) Grind and seal all brick-to-cast stone joints with sealant.
 - 4) Remove and replace the sealant around the perimeter of all the windows and (except the window sealant recent replaced in 2008 and 2009) and louvers.
 - 5) Remove and install new metal flashing at third floor window ledges, except where such flashing has been replaced in 2008 or 2009.
 - 6) Remove and replace localized areas of brick masonry.
 - 7) Remove and reset displaced cast stone accent panels.



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- 8) Install new expansion joints in masonry facade at localized areas.
 - 9) Install a clear penetrating water repellent on the brick masonry facades.
- b. The anticipated scope of work for the removal of the EIFS and installation of a new conventional three coat stucco system with a drainable cavity at the south, east, and west elevations will include the following:
- 1) Remove the existing EIFS cladding.
 - 2) Temporarily remove existing windows and install new pan flashing system. Reinstall windows after completion (new windows will be specified as an alternate).
 - 3) Remove and replace exterior sheathing at EIFS wall areas.
 - 4) Remove and replace existing batt insulation in walls cavities as necessary.
 - 5) Install new weather-resistive barrier (WRB) over exterior sheathing or CMU back-up complete with all required flashings and accessories.
 - 6) Install new vertical and horizontal wood furring strips.
 - 7) Install new three-coat stucco system complete with all accessories and an elastomeric coating finish.
 - 8) Install sheet metal flashings and trim as required to make the system watertight.
- c. The anticipated scope of work for the replacement of the main roof system will include the following:
- 1) Complete tear off of the asphalt shingled roofs.
 - 2) Removal of all roof-related sheet metal, gutters, downspouts, valleys, parapet wall copings, etc. (i.e. sheet metal accessories)
 - 3) Examination of the existing roof deck for deterioration, and localized replacement of plywood sheathing where needed.
 - 4) Install new passive ventilation system, as necessary (See Item 3 in Phase I).
 - 5) Installation of new layer of felt underlayment, and ice and water barrier membrane over sheathing.
 - 6) Installation of new 30-year architectural asphalt shingles.



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- 7) Installation of sheet metal accessories.
- d. The anticipated scope of work for other repairs included with this project will include the following:
 - 1) Remove and replace 3rd floor metal flashing at window ledges.
 - 2) Install air tight seals around penetrations in interior walls and ceiling at attic area.
6. Provide the Owner with a draft set of bid documents.
7. Receive written comments from the Owner's attorney regarding contract forms and conditions.
8. Modify the documents to incorporate comments and provide final set of documents to the Owner.

Phase II – Bidding Assistance

BTC will identify qualified contractors and assist the Owner in obtaining bids for the project. The scope of work will consist of the following:

1. Provide a list of four to five experienced contractors from whom to solicit bids.
2. Send bid documents to prospective contractors.
3. Hold a pre-bid conference at the site. Prepare and distribute pre-bid meeting minutes. Prepare agendas and meeting minutes for all meetings.
4. Answer questions from prospective contractors and prepare an addendum if necessary.
5. Review submitted bids and provide a summary of bids.
6. Based on review of bids, recommend a contractor to perform the work.



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Phase III – Construction Phase Services

BTC will perform contract administration services and field observations. The scope of work will consist of the following:

1. Prepare an agreement form between the Owner and Contractor. Forward the agreement form to the Owner's attorney for review and incorporate comments.
2. Represent the Owner in dealing with the Contractor as well as advise and consult with the Owner on matters pertaining to repairs.
3. Perform field observations on a part-time basis and provide written reports summarizing our observations. The objectives of the field reviews will be to assess conformance of work with project specifications as well as progress and quantity of repair work. Based on our experience, we anticipate performing approximately 3 site visits per week during the construction phase. However, the extent of required site visits will greatly depend on the Contractor's work schedule and sequence.
4. Hold monthly progress meetings with the Owner and Contractor to discuss schedule, pay requests, general progress, etc.
5. Review Contractor's submittals required by Contract Documents.
6. Review Contractor's payment requests and provide written payment recommendations to the Owner.
7. Provide contract close-out services including punchlist preparation, final review of work, contract close-out and warranty submittals, and recommendations regarding final payment.
8. Provide a close-out package in electronic format. If requested, the close-out package can be submitted in printed and bound format. However, the cost of reproduction for the printed copy will be billed in addition to our fees indicated in this proposal. The close-out package will include electronic copies of the following documents:
 - a. Construction Contract
 - b. Submittals



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- c. Field reports
 - d. Field photographs
 - e. Change orders
 - f. Payment applications
 - g. Meeting agendas and minutes
 - h. Formal communications
 - i. Requests for clarifications and clarification notices
 - j. As-built drawings (if applicable)
 - k. Warranties and final application for payment
9. Provide input to assist in resolving unanticipated field conditions or problems, if they arise.

3 PROJECT TEAM QUALIFICATIONS

Building Technology Consultants, PC is a professional consulting firm specializing in expert evaluation of building problems, and development and implementation of cost effective and innovative solutions. We have previously performed numerous evaluations of building components, including repairs to these components, in the last two years at this library, the Itasca Library, and the Brown Residents.

BTC's Principal, Kami Farahmandpour, will handle project management duties for this project. Mr. Farahmandpour is a Licensed Professional Engineer, a Registered Roof Consultant, a Registered Waterproofing Consultant, a Certified Construction Specifier and a Certified Construction Contract Administrator. He has over 25 years' experience in evaluation of construction materials and repair of various building components, concentrating in the design, evaluation and repair of building envelope components.

Among his many professional activities, Mr. Farahmandpour is the current Chair of the Education Committee and past Chair of the Building Envelope Committee at RCI, Inc. (Institute for Roofing, Waterproofing and Building Envelope Professionals), past president



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and founding member of the Building Envelope Institute (BEI), and the past President and Charter Member of the Chicago Area Chapter of RCI, Inc. (CAC-RCI). He recently completed serving a 3-year term as an Associate Director of the Sealant, Waterproofing and Restoration Institute (SWRI), and the Chair of its Technical Resource Committee.

He has written extensively on topics related to roofing, waterproofing and building envelopes. In addition to several technical articles and papers, he has authored or co-authored several publications published by Sealant and Waterproofing Restoration Institute (SWRI) including the Practical Guide for Waterproofing Exterior Walls, and a Technical Bulletin on Air Barriers. Mr. Farahmandpour often serves as a speaker on topics related to the evaluation and design of building facades, roofing systems and concrete structures. For the past several years, he has presented portions of various building codes seminars for Lorman Education Services. Mr. Farahmandpour has also served as a regular speaker at Association of Licensed Architects (ALA) annual meetings, various Construction Specification Institute (CSI) functions, and RCI's building envelope symposia where he has lectured on the evaluation and repair of building envelopes. From 1992 through 2000, he served as a regular speaker at Portland Cement Association's concrete repair seminars. He has served as expert witness on several projects related to facades, roofing, and waterproofing.

Mr. Farahmandpour's design of a new roofing system for the Richard J. Daley Library at the University of Illinois at Chicago received an outstanding document award from RCI in 1995. In 1997, 1998, 1999 and 2003, he received Outstanding Volunteer Awards from RCI for his service to the Institute. In 2005, he received the Richard M. Horowitz Award from RCI for excellence in writing for RCI Interface. He received the Michael DeFrancesco Award from RCI for Outstanding Efforts in Support of Building Envelope Symposia in 2006.

Over his career, Mr. Farahmandpour has managed over 350 projects involving the evaluation and repairs of buildings. A majority of these projects have involved existing building facades, roofing and/or waterproofing systems.

Alex Szatanek will serve as the Project Representative. Mr. Szatanek has over 11 years of experience in evaluation, analysis, repair, and rehabilitation of all types of building facades from new to historic structures. In addition, Mr. Szatanek has completed numerous examinations and/or restoration project at brick masonry façades, including the Edgewater Beach Apartments at 5555 North Sheridan, The People's Gas Building at 122 South Michigan Avenue, The Original Sears Tower at 900 South Homan Avenue, The Karpen Building at 318 South Michigan Avenue, and The Lakeview Building at 116 South Michigan



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Avenue. Mr. Szatanek was the Project Representative for the 2009 facade repairs at the Library.

Mr. Szatanek also has experience in evaluation, analysis, repair, and rehabilitation of all types of building roofs. Mr. Szatanek has completed numerous examinations and/or roof replacement projects at both low-sloped and steep roof systems; including asphalt shingled roofs, single-ply roofs, built-up roofs, inverted roof membrane assemblies (IRMA) roofs, and polyurethane foam roofs.

A representative client listing, BTC brochure, and professional profiles for project team members are attached to this proposal. For more information regarding BTC, please visit our website at www.btcp.com.

4 FEES

We will perform the services indicated in this proposal for the following Fees:

Phase I – Design	\$50,000	Lump Sum
Phase II – Bidding Assistance	\$5,000	Lump Sum
Phase III – Construction Phase Services (Per Month)	\$10,000 to \$12,000	Estimated

Please note the following regarding our scope of work and fees:

1. We anticipate providing our work product including close-out package, field reports, submittals, drawings, reports, project manuals, etc. in electronic format. Printing and processing costs for submitting printed documents are not include in our fees. If printed documents are requested, we will charge for printing and processing fees.
2. BTC shall not have control or charge of and shall not be responsible for construction means, methods, sequences, procedures, or job safety. BTC shall not be responsible for Contractor's failure to perform work in accordance with Contract Documents. BTC shall nonetheless exercise reasonable care and diligence in discovering and reporting to Owner any defects or deficiencies in the Contractor's work.



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3. It is assumed that parking for our personnel's vehicles will be provided to us at the site during the course of the work.
4. Please note that Our fees for Phase III of our work are estimated and will greatly depend upon the compliance of the contractor with Contract Documents, work schedule and progress. Typically, we provide such services on a time-and-expenses basis.
5. If requested, additional services will be performed in accordance with the attached rates.

5 CONTRACTUAL REQUIREMENTS

Our work will be performed in accordance with the attached standard terms and conditions. Please indicate your acceptance of this proposal, and the attached terms and conditions by signing one copy and returning it to us. A signed copy of this proposal, or another mutually agreeable contract will be required before we can proceed with our work.

We appreciate the opportunity to present this proposal and look forward to working with you and the Glenn Ellyn Public Library on this project. If you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

Building Technology Consultants, PC

A handwritten signature in black ink, appearing to read 'ASzatanek', written over a horizontal line.

Alex Szatanek
Senior Engineering Consultant

A handwritten signature in black ink, appearing to read 'KFarahmandpour', written over a horizontal line.

Kami Farahmandpour, PE, RRC, RWC, CCS, CCCA
Principal



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ACCEPTED:

I hereby accept the scope of work and fees indicated in this proposal, and the attached standard terms and conditions.

Name: Dawn Bussey
Company: Glen Ellyn Public Library
Signature: Dawn A. Bussey
Date: 12-22-09

Attachment: BTC Standard Terms and Conditions, 10-09-1

(INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

INDEMNIFICATION: If any claim, suit or legal action arising out of the services under this Agreement is asserted against BTC by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and defend BTC from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of BTC. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of BTC.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or BTC.

DISPUTE RESOLUTION: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy provided for herein. Upon written request by either party to this Agreement for mediation of any dispute, Client and BTC shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party involved in the arbitration process shall pay all its own arbitration fees and costs to the AAA and shall share equally in the fees charged by the arbitrator(s). All mediation or arbitration shall take place in Chicago, Illinois unless Client and BTC agree otherwise.

TERMINATION: This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BTC shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.

AFFILIATED CONSULTANTS: BTC retains certain consultants as independent contractors, but provides insurance and support services in connection with their work. These consultants are billed at rates equivalent to BTC employees of similar education and professional experience.

SUBCONTRACTED SERVICES: Subcontractors are billed at cost plus 10% if the subcontractor firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost plus 20%. The mark-up not applied to subcontractor's reimbursable expenses, such as a subcontractor's travel expenses.

INVOICES: BTC shall submit invoices monthly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Unless Client notifies BTC of any discrepancies or disputed items on the invoices within 2 weeks after receipt of BTC's invoices, all charges on the invoices shall be deemed acceptable to the Client. If any portions of the charges on any invoice are disputed in writing by Client, Client shall pay all remaining charges on that invoice, and notify BTC in writing of all items being disputed or questioned within 2 weeks of the receipt of the invoices. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. BTC shall also be entitled to be reimbursed for all

reasonable costs and expenses incurred in the collection of past due invoices, including, but not limited to, attorney's fees, expenses, court costs, and BTC staff time.

TIME CHARGES: Unless there is a fixed-fee (lump sum fee) or other arrangements are agreed upon in writing between BTC and client, time charges are accrued on an hourly basis. Minimum time charges of personnel at an out-of-town project site are 8 hours per day. There will be no increases in rates for overtime. Billing rates may be increased annually, after notification to the client. If a breakdown or detailed listing of time charges is required by the Client, such requirement must be agreed upon with BTC in writing and in advance of the commencement of the project. When there is a fixed-fee arrangement between the client and BTC, no breakdown of charges will be provided.

BILLING RATES: Invoices shall be based on the following rates:

Principal Engineer	\$250 per hour
Principal Structural Engineer	\$180 per hour
Senior Architect	\$165 per hour
Senior Engineering Consultant	\$165 per hour
Sr. Field Representative	\$135 per hour
Sr. Engineering Technician/Drafting	\$95 per hour
Drafting	\$80 per hour
Technical Support Staff	\$65 per hour
Travel Time	At Standard Hourly Rates
Mileage/Ground Transportation	\$0.65 per mile
Air Fare/Travel Expenses (including any penalties)	At cost + 10%
Equipment Use	
Digital camera, binoculars	\$20 per Site Visit
Digital level	\$20 per Site Visit
Humidity/moisture gauges	\$30 per Site Visit
Calibrated spray nozzle water testing equipment	\$100 per Site Visit
Spray rack water testing equipment	\$100 per Site Visit
Masonry weep test equipment	\$50 per Site Visit
Infrared thermography equipment	\$300 per Site Visit
ASTM C 1601, masonry water penetration test apparatus	\$200 per Test
Bond pull-off test apparatus	\$200 per Site Visit
Non-destructive coating thickness gauge	\$50 per Site Visit
Borescope (Rigid/Flexible)	\$200 per Site Visit
Color Printing	\$0.90 per page
Out-of-Pocket Expenses (Federal Express, Drawing Reproductions, Subcontractors, etc.	At cost + 10%
Field Supplies	At cost + 10%

Building Technology Consultants, PC (BTC)

STANDARD TERMS AND CONDITIONS

AGREEMENT: BTC shall only perform services in accordance with an Agreement made with Client. The Agreement consists of BTC's Proposal and these Standard Terms and Conditions.

SCOPE OF WORK: The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and BTC as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he/she is duly authorized in this role. The acceptance of BTC's Proposal signifies the acceptance of the terms of this Agreement.

PROPOSALS: Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. BTC may withdraw or modify a proposal at any time prior to acceptance by the client.

STANDARD OF CARE: BTC will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time. **NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED.**

SAFETY: It is understood and agreed that, with respect to Project site health and safety, BTC is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that BTC has no responsibility for the protection and safety of any other persons or personal property on and about the Project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford BTC personnel safe access for visual review, sampling, or testing locations in conformance with federal, state and local laws, ordinances and regulations. Unless access equipment is provided by BTC, it is understood and agreed that BTC shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

HAZARDOUS SUBSTANCES: If BTC is to provide services in the general vicinity of a facility or other area where any substance which poses or may pose a present or potential hazard to human health may exist, Client shall immediately notify BTC of such potential health hazard which it knows or reasonably suspects exists and thereafter BTC is authorized by Client to take all reasonable measures, including suspension of services and termination of the Agreement, BTC deems necessary to protect its personnel against such possible health hazards. Client shall bear the direct costs of such measures. In the event samples collected or received by BTC on behalf of Client contain any substance which poses or may pose a present or potential hazard to human health or the environment, BTC will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release such samples to a carrier for transport to a location selected by Client for final disposal.

DELAYS: BTC shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause that is beyond its reasonable control. Further, Client understands and agrees to pay all reasonable charges associated with any delays, cancellations, rescheduling or other activities that may alter time schedules and anticipated costs and that are beyond the reasonable control of BTC.

OWNERSHIP OF DOCUMENTS: BTC retains ownership of letters, reports, drawings, specifications, test data and notes. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of BTC. Conclusions by BTC based on test results are limited to the specific conditions for which the tests were performed. BTC will retain the above records relating to the services performed for a period of ninety (90) days following completion of BTC's services. After this period, they may be destroyed unless other arrangements are requested in writing prior to the expiration of said ninety (90) day period, and paid for by Client. The ownership of any reports, project specifications, drawings, and letters produced by BTC does not pass to the Client until full payment of BTC's invoices related to its services is received by BTC. In the event that BTC does not receive full payment for its services, BTC can prohibit the Client from the use of its work product for any purpose.

SAMPLE RETENTION: BTC reserves the right to discard samples immediately after examination or testing. Upon written request and at Client's sole expense, samples will be stored or transferred.

SUBPOENAS OR COURT ORDERS: If any subpoena or court order is served upon BTC and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, arising out of services provided under this Agreement, Client shall pay the charges applicable to BTC's compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon BTC of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.

MARKETING: Client hereby grants BTC the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of BTC and a brief scope of services provided. In addition, unless otherwise notified in writing, Client hereby grants BTC the right to publish technical information about the project. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall not be approved by the other party and such approval shall not be unreasonably withheld.

OPINIONS OF COST: BTC's opinions of probable costs, if any, provided as part of the services under this Agreement, are made on the basis of BTC's knowledge, experience and qualifications, and represent BTC's judgment as an experienced and qualified professional engineer familiar with the construction industry. BTC cannot and does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs provided by BTC.

LIMITATION OF LIABILITY: THE LIABILITY OF BTC FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$25,000 OR THE AMOUNT OF THE FEE ACTUALLY RECEIVED BY BTC, WHICHEVER IS GREATER. IN ADDITION, IN NO EVENT WILL BTC BE LIABLE FOR ANY CLAIM OR DEMAND BY CLIENT, OR AGAINST CLIENT BY ANY THIRD PARTY, IN OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT