

# SAMPLE SUBMISSION FORM

An AASHTO Accredited Laboratory – Aggregates, Cement & Concrete



CTLGROUP USE:

## SHIPPING:

Attention: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Shipped:  FedEx  UPS  USPS  Walk-In  Other: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Tracking No.: \_\_\_\_\_ No. Pkgs: \_\_\_\_\_

CTLGroup Proj. No. \_\_\_\_\_

## CONTACT INFO:

Submitter's Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Send Results To: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Final Report will be sent by Email. Hard copy available upon request.

Express mail service will be billed at cost plus 10%.

## PAYMENT OPTIONS:

### 1) PURCHASE ORDER / INVOICE:

P.O. Number: \_\_\_\_\_

Send Invoice To: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Email: \_\_\_\_\_

**New Clients:** Please enclose payment with your first order or complete the attached Credit Check Application

### 2) ADVANCE PAYMENT:

Check No.: \_\_\_\_\_ Check Amount: \_\_\_\_\_

### 3) CREDIT CARD:

Credit Card Type:  VISA  MasterCard  AmEx

Cardholder's Name (print): \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ (mm/yyyy) V-Code No.: \_\_\_\_\_

CC Billing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

**Credit Card Payments:** All CC information (above) & Authorized Signature (below) are required for CC payment.

## SAMPLE HANDLING:

Number of Samples Submitted: \_\_\_\_\_

List all samples on second page. Attach additional pages as needed.

Are any samples Hazardous Materials?  YES  NO

Hazardous materials must be clearly marked on packaging and MSDS are required. After testing, hazardous materials will be returned or disposed of at submitter's expense.

Special Sample Storage?: \_\_\_\_\_

After testing, are samples to be:  Returned? Or  Discarded?

\*\* Return shipping will be billed at cost plus 10% and time handling, unless a set fee has otherwise been agreed upon.

To use client's carrier for return shipping, please provide:

Carrier: \_\_\_\_\_ Act. No. \_\_\_\_\_

## PROJECT BACKGROUND:

Reasons for testing or problem observed, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Location: \_\_\_\_\_

Type of Structure: \_\_\_\_\_

Size & Age: \_\_\_\_\_

Is this a Litigation Case?  YES  NO

Nuclear Related Testing?  YES  NO

## AUTHORIZATION:

By signing I indicate that this transaction shall be governed by CTLGroup's **Standard Terms and Conditions** (see attached), unless the parties have executed a Master Services Agreement (MSA) or other written agreement. In that event, the terms of the MSA or other written agreement will govern.

Amount Authorized: \_\_\_\_\_ (U.S. funds) Authorized Signature: \_\_\_\_\_

**Party responsible for payment must authorize work.  
This signed Submission Form MUST accompany samples.  
Testing will not be started until written authorization is received.**

**Please attach relevant project documents (if applicable, specifications/mix design, photographs, test results by others, etc.)**

Headquarters: 5400 Old Orchard Road, Skokie, IL 60077-1030 P: 847-965-7500 F: 847-965-6541 [www.CTLGroup.com](http://www.CTLGroup.com)

CTLGroup is a registered d/b/a of Construction Technology Laboratories, Inc.

CTLGroup operates through CTL Engineers & Construction Technology Consultants, P.C. in Michigan, New York, and North Carolina



# **CTLGROUP**

## **STANDARD TERMS AND CONDITIONS**

**SCOPE OF WORK.** CTLGroup shall perform services in accordance with an Agreement made with Client. The Agreement consists of CTLGroup's Proposal and these Standard Terms and Conditions. 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 CTLGroup 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, and is responsible for payment unless CTLGroup is notified in writing, before the charges are incurred, that the engagement is on behalf of another party. The acceptance of CTLGroup's Proposal signifies the acceptance of the terms of this Agreement.

**PAYMENTS.** Advance payments may be required before CTLGroup begins its services. CTLGroup 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. Client shall inform CTLGroup of any disputed charges on an invoice and the reason for the disputed charge in writing within 10 business days of receiving the invoice. If by the due date the parties have not agreed on the disputed portion of the invoice, Client shall pay the undisputed portion. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. Billing rates may be increased annually.

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

**SAFETY.** CTLGroup is responsible solely for the safe conduct of its personnel in the performance of their duties. CTLGroup has no responsibility for the protection and safety of any other persons 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 CTLGroup personnel safe access to sampling, testing or observation locations in conformance with federal, state and local laws, ordinances and regulations. CTLGroup will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoring any resulting damage, or remedial work for patching sample areas. Unless access equipment is provided by CTLGroup, CTLGroup 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 CTLGroup is to provide services in the general vicinity of a facility or other area where any substance may exist which could be a potential hazard to human health, which Client knows of or reasonably suspects exists, Client shall immediately notify CTLGroup. Thereafter CTLGroup is authorized by Client to take all reasonable measures, including suspending services or terminating the Agreement, if CTLGroup deems necessary to protect its personnel. If samples collected or received by CTLGroup on behalf of Client contain any substance which may be hazardous to human health or the environment, CTLGroup 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 disposal. CTLGroup's scope of services is confined to items described in the applicable proposal or statement of work. It does not include the identification, testing, removal, or remediation of any environmental pollutant, contaminant, hazard, toxin, irritant, material or problem, including but not limited to molds, bacteria, mildew, mycotoxins, spores or other irritants of any kind (collectively "Contaminants"). If in the course of CTLGroup's services it observes any Contaminants, or fails to observe said conditions which were otherwise visually detectable, Client agrees that CTLGroup will not be liable for the dispersal, discharge, release or saturation of any Contaminant into the atmosphere, or onto a surface in or around the area of CTLGroup's work.

**HIDDEN CONDITIONS.** If CTLGroup has reason to believe that a hidden condition may exist that adversely affects the performance of the structure, CTLGroup shall notify Client. Client shall authorize and pay for all costs associated with the investigation of such conditions. If Client fails to authorize such investigation, or if CTLGroup has no reason to believe that such a condition exists, Client shall be responsible for all risks associated with such condition. Client further agrees that if a claim, lawsuit, arbitration, mediation or other demand is made on CTLGroup directly or indirectly arising from or related to any Contaminant or hidden condition, Client shall indemnify and hold harmless CTLGroup from same.

**DELAYS.** CTLGroup shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause which is beyond its reasonable control.

**OWNERSHIP OF DOCUMENTS.** With the exception of CTLGroup reports to Client, all documents, including field data, field notes, laboratory test data, calculations and analyses, prepared by CTLGroup as instruments of service shall remain the property of CTLGroup. Rights to intellectual property and/or

technology developed independently of this Agreement shall remain the property of the respective developing party, and is not transferred under this Agreement. CTLGroup will retain all pertinent records relating to the services performed for a period of sixty (60) days following completion of CTLGroup's services. After this period, they may be discarded unless other arrangements are requested and paid for by Client.

**SAMPLE RETENTION.** CTLGroup reserves the right to discard samples immediately after testing. Upon 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 CTLGroup 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 CTLGroup'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 when CTLGroup receives 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.

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

**LIMITATION OF LIABILITY.** THE LIABILITY OF CTLGROUP FOR ANY REASONS WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$25,000. IN ADDITION, IN NO EVENT WILL CTLGROUP 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 (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE.

**INDEMNIFICATION.** If any claim, suit or legal action arising out of the services under this Agreement is asserted against CTLGroup by a person or entity who is not a party to this Agreement, Client agrees to indemnify and hold harmless CTLGroup 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 CTLGroup. 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 CTLGroup.

**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 CTLGroup.

**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 first through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and CTLGroup shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by the federal or state courts of Cook County, Illinois, which shall have sole and exclusive jurisdiction over the matter. The Parties hereto irrevocably waive any and all right to trial by jury in any legal proceedings. The Parties agree that the substantially prevailing party in the litigation shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party after a final judgment.

**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, CTLGroup shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.

**MISCELLANEOUS.** The status of CTLGroup shall be that of an independent contractor. Client will promptly report to CTLGroup any defects or suspected defects in CTLGroup's work or services of which Client becomes aware. Any void provision of these Standard Terms and Conditions is severable and in no way affects the validity or enforceability of any other provisions.

# CREDIT APPLICATION



www.CTLGroup.com

(Please print/type)

Company Legal Name (and D/B/A Business Name if applicable): \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Company Type (select one):  Sole Proprietor  Partnership  Corporation  Non-Profit  Other: \_\_\_\_\_

State of Formation: \_\_\_\_\_ Date of Formation: \_\_\_\_\_

Website: \_\_\_\_\_ Dun & Bradstreet No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Sales Tax Exemption No.: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_ Main Phone No.: \_\_\_\_\_

Are P.O.'s Required?  Yes  No Main Fax No.: \_\_\_\_\_

How often are Checks Cut?  Weekly  Semi-Monthly  Other \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

## Owner or President

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

Phone No.: \_\_\_\_\_

*Information below required for personal guarantee:*

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

SSN.: \_\_\_\_\_

## Accounts Payable Contact

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

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

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Landlord or Mortgage Holder: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Financial Institution: \_\_\_\_\_ Account Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## TRADE REFERENCES

1) Reference's Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

2) Reference's Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

3) Reference's Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## CREDIT AGREEMENT

I understand that by signing this credit application, I am stating that I am a legal agent of the above mentioned company and that I have the authority to represent the company in this matter. Further, I hereby authorize Construction Technology Laboratories, Inc. (CTLGroup) to contact the three trade references, and inquire about the company's payment practices and other factors that may help CTLGroup assess creditworthiness. I also authorize CTLGroup to contact the banking references provided above and I authorize the bank to provide CTLGroup with information regarding accounts and balances, lines of credit, and other credit instruments. Further, I understand that I am authorizing CTLGroup to access national, regional, or local databases to obtain any information that may assist in assessing credit risk. As part of this agreement, revoked checks are subject to \$25 fees and outstanding balances past term are subject to additional 1.5% monthly interest charges. Should CTLGroup be forced to file a legal claim against the applicant and/or the undersigned for reason to recover the past due amount, it is the right of CTLGroup to add reasonable collection costs, legal costs and attorney fees to the assigned balance due at time of collection and legal pursuit. Finally, any misrepresentation in this application will be considered evidence of fraud, since this information is the basis of granting credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## PERSONAL GUARANTEE

The undersigned personally and individually guarantees the payment of any outstanding balances and obligations of the named Applicant in this document due CTLGroup, and agree that I am personally obligated to perform all of the terms of, and make all payments to CTLGroup required by the agreement of which this Application is a part. Absent written permission by CTLGroup this personal guarantee may not be revoked.

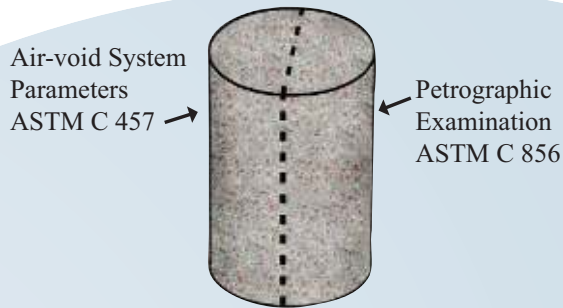
Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

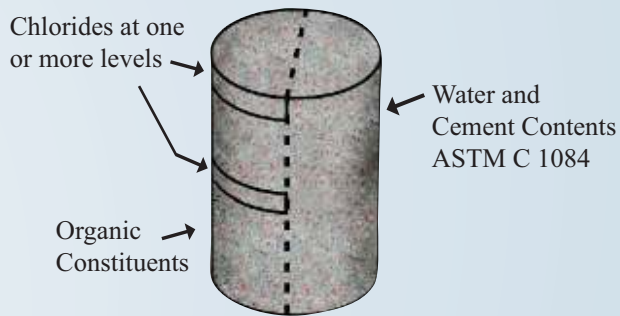
Co-Signed (if applicable): \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

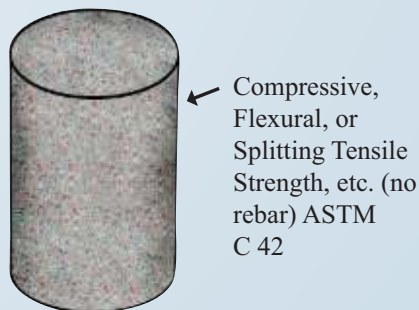
## Recommendations for Concrete Core Sampling\*



**Microscopical Examination**



**Chemical Analysis**

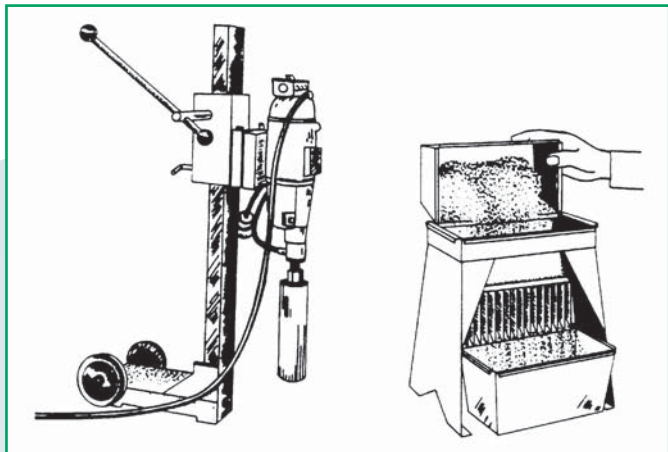


**Strength Testing**

1. Provide separate cores for microscopical examination, chemical analysis, and strength testing.
2. Provide 4-in.-diameter cores or larger, if possible. Clearly label each core with sample identification and original orientation. Indicate exposed surface(s).
3. Prepare samples that represent full thickness for slabs, if possible.
4. Submit samples that represent the range of distress from severe to negligible.
5. Indicate if fresh cracks are the effect of coring. (*Inspect sides of core hole to determine presence and orientation of cracks.*)
6. Include photographs of jobsite showing core locations with a description of the problem.

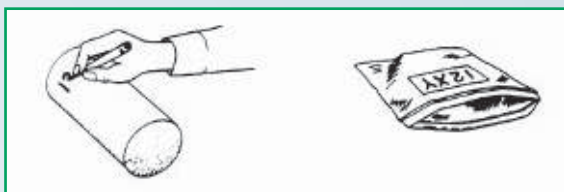
\* For detailed information on obtaining samples from concrete structures, see ACI 201.1R-68 "Guide for Making a Condition Survey of Concrete in Service."

## Shipping Samples to CTLGroup



To assure that your samples will arrive in good condition:

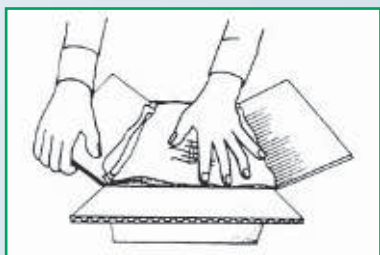
**1** Be sure that each sample properly represents the batch of material under study.  
See ASTM D75, C183, C823, C72, or C42.



**2** Label each sample with a unique sample code number (up to 10 characters).



**3** Put granular samples in double plastic bags or plastic screw-top jars.  
Pack cores and bulk samples in sturdy boxes, well-padded.



**4** Pack securely to avoid breakage.  
Do not use glass containers.

**5** Use the attached CTLGroup mailing label.  
Send to the attention of the project manager.

Open Immediately — Samples Enclosed

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To: **CTLGROUP**  
Engineering • Construction • Environmental  
Investigation • Construction • Laboratory Services

ATTENTION: \_\_\_\_\_  
 5400 Old Orchard Road, Box B  
 Skokie, IL 60077-1030

**Open Immediately – Samples Enclosed**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  **CTL GROUP**

Attention: \_\_\_\_\_  
5400 Old Orchard Road, Dock B  
Skokie, IL 60077-1030 USA

**Open Immediately – Samples Enclosed**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  **CTL GROUP**

Attention: \_\_\_\_\_  
5400 Old Orchard Road, Dock B  
Skokie, IL 60077-1030 USA

**Open Immediately – Samples Enclosed**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  **CTL GROUP**

Attention: \_\_\_\_\_  
5400 Old Orchard Road, Dock B  
Skokie, IL 60077-1030 USA

**Open Immediately – Samples Enclosed**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:  **CTL GROUP**

Attention: \_\_\_\_\_  
5400 Old Orchard Road, Dock B  
Skokie, IL 60077-1030 USA