

RESOLUTION NO. 20522

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Geotechnical Services Upon Request, Systemwide. Geo Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Geo Services, Inc., to obtain Geotechnical Services Upon Request, Contract No. I-14-4639, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chair



January 28, 2015

Ms. Julian Rueda, President  
Geo Services, Inc.  
805 Amherst Court, Suite 204  
Naperville, IL 60565

Re: Contract I-14-4639  
Geotechnical Assistance Upon Request - Systemwide  
Design Section Engineering Services

#### CONDITIONAL NOTICE TO PROCEED

Dear Ms. Rueda:

We are pleased to notify you that the Tollway's Board of Directors has approved your proposal dated October 31, 2014 for Design Section Engineering Services for Contract I-14-4639. You are hereby authorized to commence with the work as of January 22, 2015 and as defined in Exhibit "F" Scope of Work contained in your proposal.

In advance of your first billing, the prime and subconsultants (if any) must submit a certified payroll with signed affidavit for all employees that are listed on the Exhibit C-3 in your contract. The certified payroll should have an effective date after, but within three weeks the effective date of this Notice to Proceed. This document should be submitted to the attention of **Dorothy Jablonski, Disbursement Control Supervisor**. The envelope containing the document should be clearly marked "Certified Payroll". We request the certified payroll in advance so that upon receipt of your first invoice, any associated issues regarding payroll have an opportunity to be resolved.

This contract is subject to the Procurement Reform Bill commonly known as SB 51 (P.A. 96-0795 P.A. 96-0920 and subsequently P.A. 97-0895). The bill requires the General Contractor awarded a Tollway contract to submit certification/disclosure forms from subcontractors of **all** tiers whose contract value exceeds \$50,000. If you have not already submitted the required documentation, the subcontractor forms must be submitted within **15 days** from this Notice-to-Proceed date or after execution of the sub-contract, whichever is later.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000. For submittal instructions, please refer to the Illinois Tollway website, [www.illinoistollway.com](http://www.illinoistollway.com), under Doing Business: Engineering & Construction – see "Joint Resources", click on Procurement Reform Bill

A potential conflict of interest has been identified for subconsultant, Behnke Materials Engineering, therefore until the potential conflict is cleared by the Chief Procurement Officer and Procurement Policy Board, Behnke Materials Engineering, is not authorized to begin work.

Contract I-14-4639  
Conditional Notice to Proceed  
Page 2 of 2

In accordance with Design Section Engineer's Manual, Section 7.3.2 – Submittal of Quality Program, we are requesting submittal of your Consultant Quality Plan, via Tollway's Web-Based Project Management System, within 14 days of receiving this Notice to Proceed, for approval by the Chief Engineer.

Please contact Manar Nashif at 630-241-6800 extension 3841 for further information.

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineer  
PDK: cmhg

cc: Greg Stukel  
Manar Nashif  
John Donato  
Contract Services  
Program Controls  
Lane Closures

Dorothy Jablonski  
Maria Limonciello  
John Dainis  
Sue Biggs  
Victoria Santiago

File: 02.4639.01.04 LT\_Tollway\_PDK\_4639GeoServices-Conditional-NTP\_01282015

**16. I-14-4639, Geotechnical Services Upon Request**

This project has a 19% D/M/WBE participation goal.

Engineering services are required to provide geotechnical services on an upon request basis for the entire Tollway system.

The Tollway will require geotechnical soil borings, reports and associated services for projects associated with Move Illinois. Among the corridors that may require this work are the Jane Addams Memorial Tollway, and Elgin O'Hare Western Bypass.

The project will have an upper limit of compensation at \$3,000,000.

Firms must be prequalified by IDOT in the following category:

**Geotechnical Services (Subsurface Explorations)**

Key personnel listed on Exhibit A for this project must include:

- The Geotechnical Lead who is an Illinois Licensed Professional Engineer, or other qualified professional with a minimum of five years of demonstrated experience in the analysis, interpretation, and validation of soil and rock testing data, in determining the engineering properties of various subsurface materials, and using solid soil/rock mechanics.
- The Field Drilling Supervisor

Schedule: This project is scheduled to start in Spring 2015 and continue to Fall 2019.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the ICAPP Manual.

This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

The Consultant who is selected for this project will be notified and scheduled to attend a scope briefing at the Tollway Central Administration office building in Downers Grove.



**Geo Services, Inc.**  
Geotechnical, Environmental and Civil Engineering  
An MBE - DBE Firm

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**PRIME - GEO SERVICES, INC.**

**PSB 14-1, ITEM 16**

**Sub-Consultants:**

**Shannon and Wilson, Inc.**  
**Everest Engineering Company**  
**STRATA Earth Services, LLC**  
**O'Brien & Associates, Inc.**  
**Behnke Materials Engineering, LLC**

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**805 Amherst Court**  
**Suite 201**  
**Naperville, IL 60565-3448**  
**(630) 305-9186**

# Exhibit A – Proposed Key Staff      PSB#14-1 Item#16

## Plan to Achieve Diversity Goal

Sub-consultant(s) Firm Name	DBE	WBE	MBE	VOSB / SDVOSB	Gender	Work Category	%	Mentor Protégé	Joint Venture	Gender
Everest Engineering Company	N/A	N/A	City of Chicago	<input type="checkbox"/> CMS – IL Certified	Male	Geotechnical Services	15.00%	No	No	Male
STRATA Earth Services	IL UCP	Cook County	N/A	<input type="checkbox"/> CMS – IL Certified	Female	Geotechnical Services	5.00%	No	No	Female
Shannon & Wilson, Inc.	N/A	N/A	N/A	<input type="checkbox"/> CMS – IL Certified		Geotechnical Services	3.00%	No	No	
O'Brien & Associates, Inc.	N/A	City of Chicago	N/A	<input type="checkbox"/> CMS – IL Certified	Female	Geotechnical Services	17.00%	No	No	Female
Behnke Materials Engineering, LLC	N/A	N/A	N/A	<input type="checkbox"/> CMS – IL Certified		Laboratory Testing	2.00%	No	No	

**Instructions: Fields within the table are drop-downs that allow you to choose from available selections.**

Enter name of each sub-consultant as listed in the Statement of Interest; indicate whether sub-consultant is a currently certified DBE, MBE and/or WBE (attach a copy of the current letter of certification from an acceptable agency); indicate ethnicity and gender of each listed sub-consultant's PRIMARY OWNER; indicate proposed work category(ies) for each sub-consultant. Also indicate whether a mentor/protégé (M/P) is proposed for any of the listed sub-consultants; indicate whether any listed sub-consultant is a partner in any proposing Joint Venture (JV).

**NOTE 1:** The above table represents the proposer's draft 'Plan to Achieve Diversity Goal.' The awarded consultant will finalize this Plan during negotiations based on the negotiated scope of work. The proposer's total DBE goal and proposed subconsultants shall not change, but the work category and percentage of work for each subconsultant may be adjusted, if necessary, during negotiations.

**NOTE 2:** The VOSB/SDVOSB Utilization Plan, Letter of Intent, certifications and, if applicable, Good Faith Effort paperwork must be included in the Statement of Interest submittal.

F. Project Approach:

Geo Services Inc. and our team partners propose to develop a project and site specific plan for subsurface exploration, laboratory testing and geotechnical analyses in cooperation with the designated Tollway project manager for each task order request. Scope of work and budget estimates will be prepared and submitted for approval for each task order issued under this contract. We will utilize the team's experience to develop thorough work plans with an emphasis on providing cost effective services without sacrificing quality.

As shown on the organization chart, GSI will serve as the project manager (Julian Rueda) and will have Steve Bucher as the Geotechnical Lead. GSI will provide engineering, drilling, CAD (Microstation), field engineering and laboratory testing services. Shannon and Wilson will provide independent QA review and any needed special technical services. Everest Engineering will provide engineering, CAD (Microstation), survey, field engineering and laboratory testing services. STRATA will provide drilling services. O'Brien & Associates will provide survey, engineering, field engineering and technical support services. Behnke Materials Engineering will provide special material testing.

The project Geotechnical Lead (Steve Bucher) will coordinate all drilling activities with Drew Ptak, Field Drilling Supervisor for GSI and Sara Knight, Field Drilling Supervisor with STRATA. Mr. Bucher will also direct project activities and coordinate field, laboratory and engineering work to assure timely completion of all task orders.

The GSI team's drilling equipment includes 17 Drill Rigs (10 truck-mounted drill rigs, 3 Track mounted ATV drill rigs, 1 Rubber-tired ATV drill rig, 2 Skid-mounted drilling rigs and a truck-mounted Geoprobe rig) and support vehicles. We also maintain sectional barge equipment to accommodate a skid-rig for on-water drilling operations and Hi-Rail equipment for mobilizing onto existing railroad tracks. With our team's combined resources and experienced personnel, we can simultaneously meet the needs for both large and small project assignments.

The team's laboratory facilities are IDOT, AMRL, CCRL and AASHTO-certified and equipped with modern, versatile equipment that will enable us to provide a full range of engineering testing, including both the standard laboratory soils testing and additional specialized testing such as consolidation tests, triaxial tests and permeability tests.

The safety of our personnel and the motoring public are a primary concern when planning our operations. Our personnel will adhere to all necessary safety protocols and are experienced in performing work within the roadway ROW, including working within designated lane / shoulder closures and during night-time shifts. With the team's in-house drilling and laboratory capabilities, we can maintain control over schedule and respond quickly and efficiently to complete the necessary services.

Geotechnical services and laboratory testing activities will be performed in accordance with the criteria in the current Tollway Geotechnical Engineer Manual and IDOT Geotechnical Manual or as appropriate based on our local experience and discussion with Tollway consultants/staff. The GeoServices team will use Microstation project software and all final documents will be submitted in hard copy and electronic format following the ICAPP Manual. Our project manager will receive training necessary to utilize the Tollway's web-based project management system. All services will be completed per the Consultant's Quality Program (CQP) to be submitted 14 days following Notice to Proceed.

- G. We understand the project has a 19% D/M/WBE participation goal. Geo Services, Inc. will exceed the D/M/WBE goal for Item 16, with a total of **95%** of the work to be performed by D/M/WBE firms. The proposed percentage of work to be completed by proposed D/M/WBE firms are as shown below.

Geo Services, Inc.	58%
Everest Engineering	15%
STRATA Earth Services	5%
O'Brien & Associates	17%

# Exhibit A – Proposed Key Staff

# PSB#14-1 Item#16

Please provide the following information for Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in the PSB item description and are subject to approval by the Tollway if they change during contract performance), including staff from sub consultants. The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel.

### Program/Project Manager :

Name Julian Rueda ✓  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Naperville State IL

### Geotechnical Lead/Project Engineer :

Name Stephen A. Bucher ✓  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location \_\_\_\_\_  
City Arlington Heights State IL

### QC/QA/Technical Support:

\*Name Thomas J. Abkemeier  
Shannon & Wilson, Inc.  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered 2010 State IL  
Office Location: \_\_\_\_\_  
City Saint Louis State MO

### QA/QC Structures:

\*Name \_\_\_\_\_  
Category \_\_\_\_\_ (PE, SE, LS)  
Registration # \_\_\_\_\_  
Year Registered \_\_\_\_\_ State \_\_\_\_\_  
Office Location: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

### Other Required Key Staff:

#### Name Required Prequalification Category : Field Drilling Supervisor

\*Name Andrew Ptak ✓  
Category PE [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Arlington Heights State IL

#### Name Required Prequalification Category: Geotechnical Services

\*Name Iqbal Ahmad ✓  
Everest Engineering Company  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Wheaton State IL

#### Name Required Prequalification Category : Field Drilling Supervisor

\*Name Sara Knight ✓  
STRATA Earth Services, Inc.  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Palatine State IL

#### Name Required Prequalification Category: Geotechnical Services

\*Name Dixon O'Brien ✓  
O'Brien & Associates, Inc.  
Category PE (PE, SE, LS)  
Registration # [REDACTED]  
Year Registered [REDACTED]  
Office Location: \_\_\_\_\_  
City Arlington Heights State IL



I-14-4639



CORPORATION FILE DETAIL REPORT

Entity Name	GEO SERVICES, INC.	File Number	61038248
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/02/2000	State	ILLINOIS
Agent Name	JULIAN RUEDA	Agent Change Date	05/02/2000
Agent Street Address	805 AMHERST COURT	President Name & Address	JULIAN RUEDA 805 AMHERST COURT NAPERVILLE 60565
Agent City	NAPERVILLE	Secretary Name & Address	JULIAN RUEDA 805 AMHERST COURT NAPERVILLE 60565
Agent Zip	60565	Duration Date	PERPETUAL
Annual Report Filing Date	04/25/2014	For Year	2014
Assumed Name	ACTIVE - D&G DRILLING, INC. ACTIVE - S & H ELECTRIC COMPANY, INC.		

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(One Certificate per Transaction)

I-14-4639

**Davis-Adams, Linda**

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**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:05 AM  
**To:** Davis-Adams, Linda  
**Subject:** GEO SERVICES, INC.

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 11/12/14 AT 10:02 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Davis-Adams, Linda

I-14-4639

**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:07 AM  
**To:** Davis-Adams, Linda  
**Subject:** Behnke Materials Eng

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 11/12/14 AT 10:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Davis-Adams, Linda

I-14-4639

**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:07 AM  
**To:** Davis-Adams, Linda  
**Subject:** O'Brien & Assoc.

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:  
AS OF 11/12/14 AT 10:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-14-4639

**Davis-Adams, Linda**

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**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:06 AM  
**To:** Davis-Adams, Linda  
**Subject:** Shannon & Wilson

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 11/12/14 AT 10:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Davis-Adams, Linda

I-14-4639

**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:06 AM  
**To:** Davis-Adams, Linda  
**Subject:** Everest Eng.

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:  
AS OF 11/12/14 AT 10:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

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Davis-Adams, Linda

I-14-4639

**From:** Nash, Janiqua V  
**Sent:** Wednesday, November 12, 2014 10:05 AM  
**To:** Davis-Adams, Linda  
**Subject:** Strata Earth

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      09:51 11/12/14

ACTION: S

VENDOR NUMBER= [REDACTED]                      OFFSET: 00 OF 00  
VENDOR NAME: \*  
CLAIMING AGENCY NUMBER: \*  
CLAIMING AGENCY NAME: \*  
CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 11/12/14 AT 10:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS,    PF3=IOCM,    PF12=REFRESH



547 W. Jackson Blvd. Chicago, IL 60661 (312) 322-6900 TTY# 1-312-322-6774

September 15, 2014

Julian Rueda  
Geo Services d/b/a S & H Electrical Company  
805 Amherst Court, STE 204  
Naperville, IL 60565-3448

Dear Mr. Rueda:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **September 1, 2015**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.


If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at [www.metro-rail.com](http://www.metro-rail.com) under the Business Diversity (DBE) link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 238910, 541380, 541330, 238210

Specialty: 238910 – Borings and Test Boring for Construction, Core and Soil Test Drilling  
541380 – Materials Testing Laboratory Services  
541330 – Geotechnical, Environmental, Construction Inspection, Construction  
QA/QC  
238210 – Electrical Contractor

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.



Janice R. Thomas, CPPB  
Senior Director  
Office of Business Diversity and Civil Rights

JRT:rw/kb





OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

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LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ZABETH ANN DODDY GORMAN

17th District

February 21, 2014

Ms. Sara Knight  
President  
Strata Earth Services, LLC  
811 East Park Avenue  
Libertyville, IL 60048

**Annual Certification Expires: February 21, 2015**

Dear Ms. Knight:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This WBE Certification is valid until **February 21, 2015**.

As a condition of continued Certification, you must file a "Re-Certification Affidavit" within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**PROFESSIONAL SERVICE: LICENSED ENGINEER-GEOTECHNICAL; SUBSURFACE EXPLORATION**

Your firm's participation on County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward WBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.



Contract Compliance Director  
JG/ehw

2015



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

December 4, 2014

Ms. Josephine O'Brien  
**O'Brien & Associates, Inc.**  
1235 East Davis  
Arlington Heights, IL 60005

Dear Josephine O'Brien:

This letter is to inform you that the city of Chicago has extended your status as a **Women Business Enterprise (WBE)** until **February 15, 2015**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

  
George Coleman  
Deputy Procurement Officer

GC/cm



DEPARTMENT OF PROCUREMENT SERVICES

JUN 27 2013

CITY OF CHICAGO

Josephine O'Brien  
O'Brien & Associates, Inc..  
1235 East Davis Street, 2<sup>nd</sup> Floor  
Arlington Heights, Illinois 60005

Dear Ms. O'Brien:

We are pleased to inform you that O'Brien & Associates, Inc. has been recertified as a **Woman Business Enterprise (WBE)** by the City of Chicago ("City"). This **WBE certification is valid until June 1, 2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by June 1, 2014, June 1, 2015, June 1, 2016, and June 1, 2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's **five year certification will expire on June 1, 2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, **you must file for recertification by April 1, 2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims," of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code – 541380 – Geotechnical testing laboratory or services**

**NAICS Code – 541380 – Soil testing laboratories or services**

**NAICS Code – 541330 – Geological engineering services**

**NAICS Code – 541330 – Environmental engineering services**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/jea

100



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

[lucky@everestengineering.com](mailto:lucky@everestengineering.com)

December 9, 2014

Jagan N. Gosain  
**Everest Engineering Company.**  
915 West Liberty Drive  
Wheaton, IL 60187-4846

Dear Jagan N. Gosain:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until March 15, 2015.** We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

  
George Coleman, Jr.  
Deputy Procurement Officer

GC/sl

## Checklist

### Documents needed to create vendor code

**Vendor Name:** Geo Services, Inc.  
**Address:** 805 Amherst Court  
Suite 204  
Naperville, IL 60565

**Phone / Fax:** 690-305-9186 / 630-355-2838

**W-9:** Attached

**Web address:** [www.geoservicesinc.net](http://www.geoservicesinc.net)

**Remittance Address** 805 Amherst Court  
Suite 204  
Naperville, IL 60565

**Email requesting Vendor Code** (attach checklist to email):

[julianrueda@geoservicesinc.net](mailto:julianrueda@geoservicesinc.net)

**Reason for vendor code:** \_\_\_\_\_

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### Changing Current Vendor Code

**Documentation from vendor stating change** (email, letter from vendor or their company letter head or invoice):

**Email requesting Vendor Code** (attach checklist to email):

**Reason for change:** \_\_\_\_\_

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### Activating Inactive Vendor Code

**Email requesting activation and why code needs to be activated** (attach checklist to email)

**Reason for activation:** \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <b>Geo Services, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>805 Amherst Court, Suite 204</b> City, state, and ZIP code <b>Naperville, IL 60565</b> List account number(s) here (optional)	Requester's name and address (optional) <b>ISTHA</b> <b>2700 Ogden Avenue</b> <b>Downers Grove, IL 60515-1703</b>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table>				
	Employer identification number				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ <b>14 Nov 14</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

## DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 20<sup>th</sup> day of **November, 2014**, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **GEO SERVICES, INC.**, a **corporation** authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

### WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated **October 31, 2014**, to provide design section engineering services for Contract No. **I-14-4639** for **Geotechnical Assistance Upon Request, Systemwide**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 14-1, Item 16**, staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

In consideration of the mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

### ARTICLE I

#### General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **I-14-4639** for **Geotechnical Assistance Upon Request, Systemwide** in accordance with the requirements and terms of this Agreement and the proposal from the DESIGN SECTION ENGINEER of **October 31, 2014**, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the term or terms of this Agreement shall govern and prevail.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority, March 2014 and as revised thereafter.

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances.



## ARTICLE II

### Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or November 21, 2014** and ending **December 31, 2022**, in accordance with the schedule included in the attached proposal. Should circumstances arise, the Chief Engineer of the TOLLWAY may, at his discretion and with consent of the DESIGN SECTION ENGINEER, renew this contract for two additional one year terms or one additional two year term, as agreed upon by the Parties.

Notwithstanding anything in this Agreement, the DESIGN SECTION ENGINEER, including the DESIGN SECTION ENGINEER's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike or shortage, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, or any other cause beyond the reasonable control of such party.

## ARTICLE III

### Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as shown in Exhibit "1") with an upper limit of compensation of **Three Million Dollars and No Cents (\$3,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

## ARTICLE IV

### Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable

of the services to be performed within the time set forth in the Project Schedule indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineer, will any portion of the contingency provision of the said proposal be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

## ARTICLE V

### Compliance with State and Other Laws

The DESIGN SECTION ENGINEER specifically agrees that in the performance of the services herein enumerated, the DESIGN SECTION ENGINEER, its associates, subcontractors, agents and employees will comply with all applicable Federal laws, State statutes, local ordinances, rules and regulations.

### Governing Law; Exclusive Jurisdiction

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **Geo Services, Inc.**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

### Confidentiality

DESIGN SECTION ENGINEER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The DESIGN SECTION ENGINEER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of DESIGN SECTION ENGINEER's performance of this contract shall be disseminated except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The DESIGN SECTION ENGINEER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

## ARTICLE VI

### Responsibility for Injuries and Damages

The DESIGN SECTION ENGINEER shall be responsible for all injuries to persons and damages to property due to the activities of the DESIGN SECTION ENGINEER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton or negligent act(s), and shall be responsible for all parts of its work, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the DESIGN SECTION ENGINEER shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the DESIGN SECTION ENGINEER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the DESIGN SECTION ENGINEER is an independent contractor and as such is solely responsible for all of its activities hereunder.

## ARTICLE VII

### Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

The DESIGN SECTION ENGINEER shall obtain for the term of the contract, and any extensions thereto, insurance in the following kinds and minimum limits:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION ENGINEER's employees acting within the course and scope of their employment.
- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

If any aggregate limit is reduced below \$2,000,000.00 because of claims made or paid, the DESIGN SECTION ENGINEER shall obtain additional insurance to restore the full aggregate limit and furnish documentation to the TOLLWAY.

- c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of \$1,000,000.00 (One million Dollars) each occurrence, combined single limit.
- d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's liability with a minimum limit of \$2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.
- e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services contemplated in this contract. Limits of liability shall be a minimum of \$2,000,000 (Two Million Dollars) per occurrence and in aggregate. The policy, including claims made forms, shall remain in effect for the duration of the contract and then have a three-year discovery period or longer as required by State Statue.

All deductible or self-insured retentions must be declared and are the sole responsibility of the DESIGN SECTION ENGINEER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

The DESIGN SECTION ENGINEER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

## ARTICLE VIII

### Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the DESIGN SECTION ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the work during the preparation of the plans shall be available to the TOLLWAY and such other agencies as may be approved by the TOLLWAY. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the DESIGN SECTION ENGINEER reuse any plans, it agrees to indemnify all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the DESIGN SECTION ENGINEER to abide by the terms and conditions set forth in this paragraph.

## ARTICLE IX

### Financial Statement

The DESIGN SECTION ENGINEER shall, within ten (10) days after requested by the TOLLWAY, furnish the TOLLWAY with a current statement of the financial condition of the DESIGN SECTION ENGINEER and any other financial information requested by the TOLLWAY.

## ARTICLE X

### Successors and Assigns

The TOLLWAY and DESIGN SECTION ENGINEER each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Except as this Agreement provides, neither the TOLLWAY nor the DESIGN SECTION ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

## ARTICLE XI

### Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY,

except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

## ARTICLE XII

### Suspension

The TOLLWAY may, from time to time, suspend and halt the services of DESIGN SECTION ENGINEER pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of such suspension not occasioned by violation of the Agreement by the DESIGN SECTION ENGINEER, the DESIGN SECTION ENGINEER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

## ARTICLE XIII

### Termination

#### A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

In the event the Chief Engineer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will review the

final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

2. The total compensation due to the DESIGN SECTION ENGINEER, in the event of termination without cause, shall be limited to the following, less all previous payments to the DESIGN SECTION ENGINEER and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
- c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineer of the TOLLWAY;

#### B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. The conditions for termination for cause are as follows:

- a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
- b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
- c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineer shall be final. At the request and direction of the Chief Engineer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual, March 2014 and as revised thereafter.

4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;



### C. Termination due to Lack of an Appropriation

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the Agreement. Currently, the TOLLWAY is not required to obtain a yearly appropriation of its funds. However, the TOLLWAY cannot and does not make any representation or warranties concerning future appropriation requirements.

### ARTICLE XIV

#### Solicitations

The DESIGN SECTION ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

### ARTICLE XV

#### Record Retention and Audit

In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties.

The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

The DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

If the DESIGN SECTION ENGINEER fails to comply with these requirements, the DESIGN SECTION ENGINEER may be disqualified or suspended from bidding on or working on future contracts.

## ARTICLE XVI

### Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Geo Services, Inc., 805 Amherst Court, Suite 204, Naperville, Illinois, 60565**, or to the Chief Engineer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

## ARTICLE XVII

### Quality Assurance and Quality Control (QA/QC) Plan

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

The QA/QC Plan must follow the GUIDELINES FOR the DESIGN SECTION ENGINEER'S QUALITY PROGRAM, which will be provided by the TOLLWAY.

## ARTICLE XVIII

### Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

## ARTICLE XIX

### Inspector General

Each party to this Agreement hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/) the Inspector General of the Illinois State Toll Highway Authority has the authority to audit and to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and when necessary subpoena witnesses and compel the production of books and papers pertinent to an investigation. Each party shall cooperate in any such investigation and

shall provide access to all information and documentation related to the services performed and will disclose and make available all personnel involved or connected with the services or having knowledge of the services.

## ARTICLE XX

### Engineer Selection Process

The TOLLWAY and the DESIGN SECTION ENGINEER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

## ARTICLE XXI

### Report of a Change in Circumstances

The DESIGN SECTION ENGINEER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the DESIGN SECTION ENGINEER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the DESIGN SECTION ENGINEER's Certification/Disclosure Forms, the DESIGN SECTION ENGINEER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the DESIGN SECTION ENGINEER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the DESIGN SECTION ENGINEER, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the DESIGN SECTION ENGINEER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The DESIGN SECTION ENGINEER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the DESIGN SECTION ENGINEER acknowledges and agrees that the failure of the DESIGN SECTION ENGINEER to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT I-14-4639 the day and year first above written.

THE ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY

**GEO SERVICES, INC.**

By: [Redacted] 1-22-15  
Chair/Executive Director - Signature Date  
Paula Wolff/Kristi Lafleur

[Redacted] November 11, 2014  
President - Signature Date

Julian Rueda  
Printed Name as Signed Above

APPROVED:

[Redacted] 1-12-15  
Chief of Finance - Signature Date  
Michael Colsch

ATTEST:

[Redacted] November 11, 2014 (Seal)  
Secretary - Signature Date  
Julian Rueda

APPROVED:

[Redacted] 1/7/15  
General Counsel - Signature Date  
David Goldberg

[Redacted]



Approved as to Form and Constitutionality

[Redacted] 1-7-2015  
Attorney General, State of Illinois - Robert Lane - Signature Date

## DESIGN SECTION ENGINEER PROPOSAL

### FOR CONTRACT NUMBER I-14-4639

This proposal, dated October 31, 2014, is submitted by Geo Services, Inc. of Naperville, Illinois for Design Section Engineer's Service.

#### LOCATION OF DESIGN SECTION

The location of the construction Contract I-14-4639 for which we propose to provide Design Section Engineering Services is Geotechnical Services upon request, System wide in various County (Counties), Illinois.

#### SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 14-1, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, dated March 2014 (and as revised), and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

#### RESPONSIBILITY

The DESIGN SECTION ENGINEER acknowledges the fact that neither interim nor final reviews by the TOLLWAY or its Consulting Engineer relieve the DESIGN SECTION ENGINEER of its responsibility for the accuracy and adequacy of the contract documents for this project.

#### FEE PROPOSAL

The DESIGN SECTION ENGINEER shall be compensated for Engineering Services on the following basis:

**PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.**

The compensation elements and their limits are more fully detailed as follows:

**PAYROLL COSTS AND MULTIPLIER** - During the course of the project, compensation shall be equal to Actual Direct Labor Costs (less overtime premium) multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs, and Profit**. This factor shall be used for periodic invoicing during the project.

"Actual Direct Labor" shall be reimbursed only for actual payroll costs paid to individuals employed directly by the DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as "reimbursable direct costs" and not "actual direct salary." Subcontractors shall be treated as "Services by Others."

**Exhibit C-1** (Payroll Classification Escalation Table) shall identify the direct labor escalation for the duration of the project. Pay rate increases shall be limited to one per calendar year. Cumulative labor increases for the DESIGN SECTION ENGINEER may not exceed the direct labor escalation rate listed in Exhibit C-1 for any twelve month period.

**Exhibit C-2 (Direct Labor Classification Man-Hours and Rates)**

This exhibit establishes employee classifications and rate ranges and determines the Total Direct Labor for the project.

**Exhibit C-3** (Company Employee Classification List) shall establish the classifications, of the company's staff. Classifications must be included on Exhibit C-3 to be reimbursable.

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a "Certified Payroll Summary" to be submitted by the DESIGN SECTION ENGINEER at the start of the project. A revised "Certified Payroll Summary" must be submitted at the time of annual labor rate increases and when a newly hired employee is added to the TOLLWAY project.

A "normal work week" can be negotiated up to 45 hours per week. Overtime (straight time) for salaried positions cannot be invoiced beyond the number of hours in the "normal work week" unless pre-approved, in writing, by the project manager. These positions will be determined during negotiations of the contract or as the salaried position is added to the project.

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate

appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee's supervisor. The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

Reimbursement for the use of automotive vehicles furnished by the DESIGN SECTION ENGINEER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

Such rate of reimbursement will be considered full payment for all costs including, but not limited to: the furnishing, insuring, operating, and maintaining the automotive vehicles. The term "automotive vehicle" includes automobiles, pick-up trucks, station wagons, vans, and the like. The DESIGN SECTION ENGINEER shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or destination.

No surcharge for handling or processing will be charged or approved. No profit will be paid for Direct Costs.

SERVICES BY OTHERS (Exhibit H) - The fees for services provided by all subcontractors shall be summarized on Exhibit H and Exhibit H (Cont). All subcontractors are required to submit Exhibits A-H (Cont).

The DESIGN SECTION ENGINEER understands that the contract is between the TOLLWAY and the DESIGN SECTION ENGINEER. The DESIGN SECTION ENGINEER is responsible for monitoring and managing the work and budget of all subcontractors.

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional



services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,000,000.00 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

- A. Definition of the revision to the scope.
- B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
- C. Scheduling impact.
- D. Construction cost impact.
- E. Design fee impact including:
  - 1. Labor
  - 2. Direct Cost
  - 3. Other

The Chief Engineer of the TOLLWAY shall review and respond to the notification in a timely manner.

The DESIGN SECTION ENGINEER shall not proceed with any of the items of work which he/she believes are not included in the Scope Of Work until he/she submits the above notification and receives the written Authorization To Proceed from the Chief Engineer of the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice

covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

**PROJECT STATUS EVALUATION** - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineer of the TOLLWAY with a written copy of his evaluation. If the project progress is determined to be unsatisfactory by the TOLLWAY, the DESIGN SECTION ENGINEER may be required to do the same review prior to the point in time that the costs incurred reach 70% and 90% of the Total Contract Amount.

**KEY PERSONNEL** - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

**CURRENT WORK LOAD** - Attached hereto is Exhibit G, a Statement of Active and Pending Transportation Related Projects.

**TERMS AND CONDITIONS** - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The DESIGN SECTION ENGINEER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The DESIGN SECTION ENGINEER shall provide a copy of a Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract, the terms contained in the Contract shall control. The DESIGN SECTION ENGINEER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Agreement. Specialized, project specific insurance, namely Railroad Protective Liability Insurance, may be considered for reimbursement as a direct cost.

Said additional insurance shall be in addition to any and all insurance required by the Contract.

**INVOICES** - INVOICES will be submitted monthly on forms provided to the DESIGN SECTION ENGINEER at the start of the project. The invoice cutoff date will coincide with the Monthly Progress Report. All payroll documentation and costs relating to this project will be available for audit by the TOLLWAY upon request.

INVOICES for services performed and expenses incurred through December 31<sup>st</sup> must

be submitted to the TOLLWAY no later than February 28<sup>th</sup> of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15<sup>th</sup>.

**RECORD RETENTION AND AUDIT** - In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

The DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

If the DESIGN SECTION ENGINEER fails to comply with these requirements, the DESIGN SECTION ENGINEER may be disqualified or suspended from bidding on or working on future contracts.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT I-14-4639

SUBMITTED BY:

FIRM NAME: Geo Services, Inc.

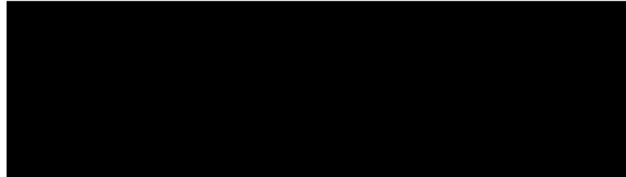
ADDRESS: 805 Amherst Court, Suite 204

CITY, STATE: Naperville, IL

TELEPHONE: 630-305-9186

FACSIMILE: 630-355-2838

SIGNED BY:



PRINTED NAME: Julian Rueda

TITLE: President



STATE OF ILLINOIS  
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-14-4639

CONTRACTOR (CONSULTANT) NAME: GEO SERVICES, INC.

**1. PAYMENT TERMS AND CONDITIONS:**

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

"The Seller, \_\_\_\_\_ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

\_\_\_\_\_  
Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
6. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
7. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
9. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence;



and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
14. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
15. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
17. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
20. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive

termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- 21. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 22. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 23. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 24. WARRANTIES FOR SUPPLIES AND SERVICES:**
  - 24.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
  - 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
  - 24.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
  - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
  - 25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

26. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

27.1.2 **Publicity:**

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

27.1.3 **Third Party Beneficiaries:**

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

27.1.4 **Successors In Interest:**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

27.1.5 **Venue:**

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

27.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

27.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **Report of a Change in Circumstances:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the CONTRACTOR agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the CONTRACTOR acknowledges and agrees that the failure of the CONTRACTOR to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

**27.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

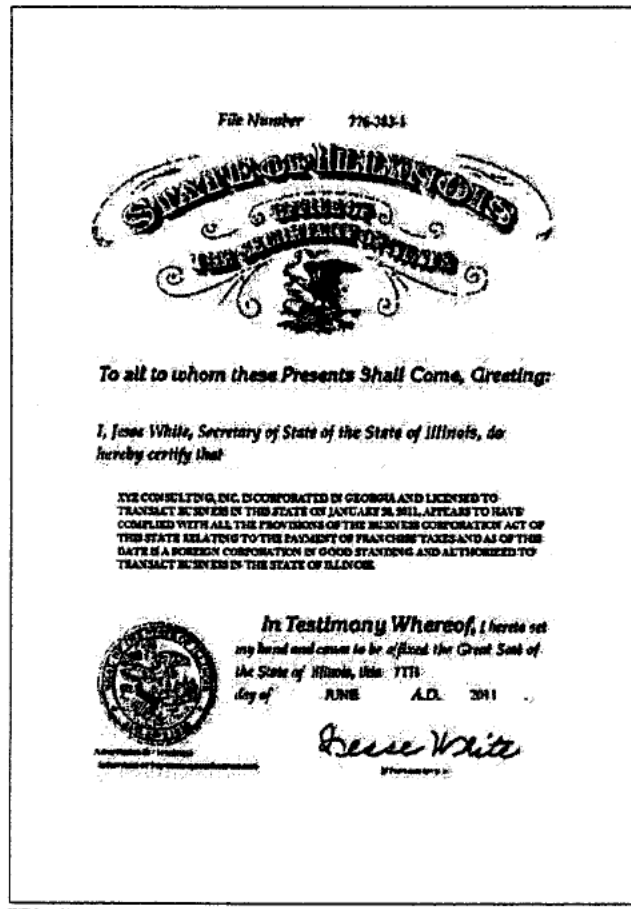
STATE OF ILLINOIS

EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

ATTACHMENT AA

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services. ([http://cyberdriveillinois.com/departments/business\\_services/home.html](http://cyberdriveillinois.com/departments/business_services/home.html)). If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsive

EXAMPLE: SECRETARY OF STATE CERTIFICATE OF GOOD STANDING



ATTACHMENT AA  
EVIDENCE OF AUTHORIZATION TO DO OR TRANSACT BUSINESS IN ILLINOIS

File Number 6103-824-8



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

GEO SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 02, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1429402708  
Authenticate at: <http://www.cyberdriveillinois.com>

**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of OCTOBER A.D. 2014 .**

*Jesse White*

SECRETARY OF STATE

EXHIBIT "1"

PAGE 19 OF 195

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT BB

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one prior to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): GEO SERVICES, INC.

(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: 110800-00

Expiration Date: May 23, 2016

2. If a number has not yet been issued, provide the date a completed application for the number was submitted to IDHR:
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Vendor may obtain an application form by:
- 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 6.2. Internet: Download the form from the Internet at ([www.state.il.us/cms](http://www.state.il.us/cms)). In the Selling to Illinois area section.

Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.




**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

**ATTACHMENT CC**

GEO SERVICES, INC. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

GEO SERVICES, INC. hereby agrees to the exceptions provided by ISTHA and to the Additional Terms and Conditions provided by STATE OF ILLINOIS

<b>Agreed:</b>	<b>Agreed:</b>
<b>By: JULIAN RUEDA</b>	<b>By:</b>
<b>Signed:</b> 	<b>Signed:</b>
<b>Position: PRESIDENT</b>	<b>Position:</b>
<b>Date: June 24, 2014</b>	<b>Date:</b>

**STATE OF ILLINOIS  
STATE BOARD OF ELECTIONS CERTIFICATE**

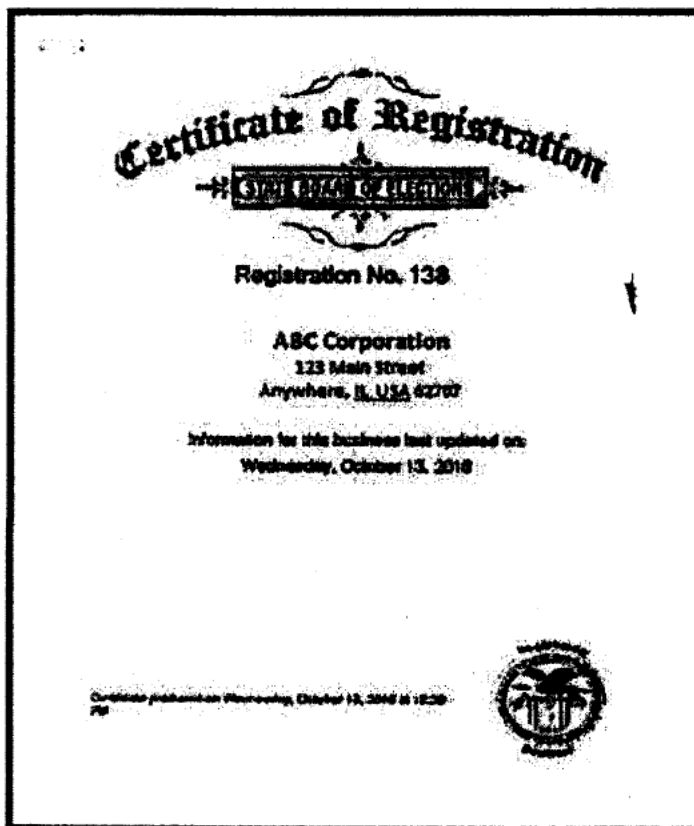
**ATTACHMENT DD**

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors and bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

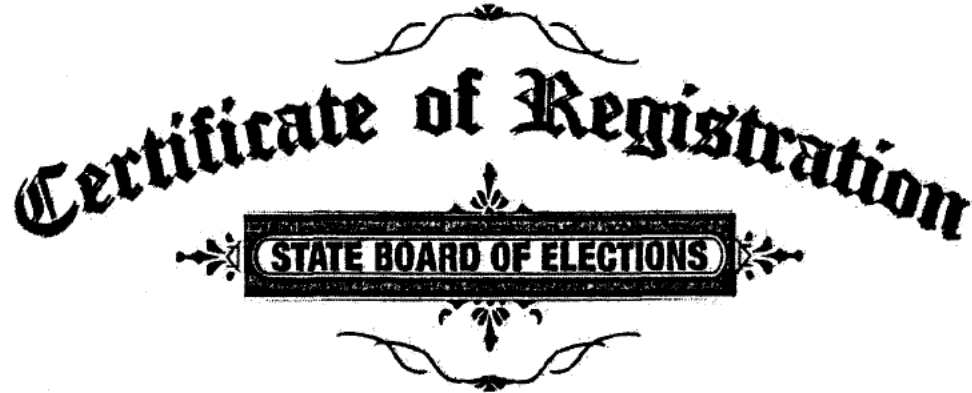
Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and have contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

If required to register, please provide a copy of this certificate with the bid.

**STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION EXAMPLE**



ATTACHMENT DD  
STATE BOARD OF ELECTIONS CERTIFICATE



Registration No. 12736

**Geo Services, Inc.**

805 Amherst Court  
Suite 204  
Naperville IL 60565

Information for this business last updated on:  
Tuesday, May 13, 2014

Certificate produced on Saturday, October 18, 2014 at 10:16 AM



EXHIBIT "1"  
PAGE 23 OF 185

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

**ATTACHMENT EE**

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
  - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.
- or
- Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

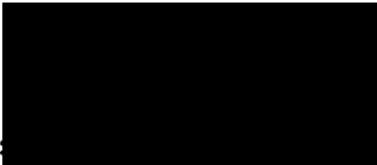
Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B.  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C.  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.
- D.  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Name of Certifying Entity: Geo Services, Inc.

Signature:



Date: June 14, 2014

Printed Name: JULIAN RUEDA

Title: PRESIDENT

Phone Number: 630-305-9186

Email Address: [julianrueda@geoservicesinc.net](mailto:julianrueda@geoservicesinc.net)



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: GEO SERVICES, INC.

Taxpayer Identification Number 

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

- Individual
- Sole Proprietor
- Partnership
- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Governmental
  - Nonresident alien
  - Estate or trust
  - Pharmacy (Non-Corp.)
  - Pharmacy/Funeral Home/Cemetery (Corp.)
  - Limited Liability Company
- (select applicable tax classification)
- D = disregarded entity
  - C = corporation
  - P = partnership

  
Signature of Authorized Representative: 

Date: June 24, 2014

**Subcontractor Information/Delinquent Debt Review  
Contractor/Consultant  
Sub Contractor/Consultant  
FEIN**



**Project Number:** I-14-4639

**Geotechnical Assistance Upon Request. On-call and as-needed Geotechnical Engineering Services.**

**Project Name:**

Sub Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors?  Yes  No

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**DELINQUENT DEBT REVIEW**

**CONTRACTOR**

**Contractor/Consultant:** GEO SERVICES, INC.

**Federal Employment Identification Number (FEIN)** [REDACTED]

**E-Mail:** julianrueda@geoservicesinc.net

**Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.**

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Strata Earth Services, LLC	<span style="background-color: black; color: black;">[REDACTED]</span>	530 West Colfax Street Palatine, IL 60067	Driller	5 % of contract
Everest Engineering Company	<span style="background-color: black; color: black;">[REDACTED]</span>	915 West Liberty Drive Wheaton, IL 60187	Geotechnical Engineering Services	15% of contract
Shannon & Wilson, Inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	2043 Westport Center Drive St. Louis, MO 63146	Geotechnical Engineering, Geology	4% of contract
O'Brien & Associates, inc.	<span style="background-color: black; color: black;">[REDACTED]</span>	1235 East Davis Street, Suite 201 Arlington Heights, IL 60005	Consulting Engineering	16% of contract
Behnke Materials Engineering, LLC	<span style="background-color: black; color: black;">[REDACTED]</span>	3621 East Hart Road Beloit, WI 53511	Consulting Engineering	2% of contract

JULIAN RUEDA

**Print**

**Date** June 24, 2014

**Contractor/Consultant**

**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	<b>Geotechnical Services Upon Request</b>
Illinois Procurement Bulletin Number	22033897
Contract Number	I-14-4639
Vendor Name	GEO SERVICES, INC.
Doing Business As (DBA)	
Disclosing Entity	GEO SERVICES, INC.
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Corporate Stock (S-Corporation) If you selected Other, please describe:

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Julian Rueda	[REDACTED]	55%	
Dixon O'Brien	[REDACTED]	45%	

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Julian Rueda	[REDACTED]	55%	
Dixon O'Brien	[REDACTED]	45%	

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

## STEP 4

### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Julian Rueda and Dixon O'Brien

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Julian Rueda and Dixon O'Brien

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 6**

**EXPLANATION OF AFFIRMATIVE RESPONSES**

(All vendors must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.



**POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Julian Rueda, Dixon O'Brien and Geo Services, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 8  
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes  No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
SEE ATTACHED LIST				

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship: Vendor

**STEP 9**  
**SIGN THE DISCLOSURE**  
 (All vendors must complete regardless of annual bid, offer, or contract value).  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Geo Services, Inc.

Signature: 

Date: June 24, 2014

Printed Name: JULIAN RUEDA

Title: PRESIDENT

Phone Number: 630-305-9186

Email Address: julianrueda@geoservicesinc.net

**ATTACHEMENT FOR STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

<b>Agency/University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P.O./Illinois Procurement Bulletin</b>
ISTHA	Geotechnical Services Roadway Widening, I-90, Mile Post 60.8 to Mile Post 68.1 [GSI 12139]	Active	\$2,535,289	I-11-4017
ISTHA	Geotechnical Services Roadway Widening, I-90, Mile Post 68.2 (IL 53) to Mile Post 72.2 (Oakton Ave) [GSI 12155]	Active	\$1,600,894	I-11-4016
ISTHA	Construction Management Services Upon Request - System wide [GSI 13087]	Active	\$150,000	RR-12-4055
ISTHA	Geotechnical Services Various ISHTA Toll plaza Oasis Sites Task 1 [GSI 13164]	Active	\$175,000	RR-13-4118
ISTHA	Construction Inspection and Geotechnical Investigation system wide upon request [GSI 14044]	Active	\$350,000	RR-13-4155
ISTHA	Construction Management Services I-90 [GSI 14012]	Active	\$184,000	I-13-4102
ISTHA	Materials Engineering Services Upon Request. Quality Assurance Services. [GSI 14044]	Active	\$350,000	RR-13-4155
IDOT	IL 336 Geotechnical Investigation [GSI 09170]	Active	\$1,466,4033	PTB 153-047
IDOT	US 30 at CN RR Construction QA/QC [GSI 09174]	Active	\$391,934	PTB 153-002
IDOT	IL 171 Geotechnical Investigation [GSI 10025]	Active	\$1,413,045	PTB 154-014
IDOT	I-55 at Arsenal Road Construction QA/QC [GSI 10178]	Active	\$341,082	PTB 151-001
IDOT	US 7 Geotechnical Investigation [GSI 10195]	Active	\$765,298	PTB 157-005
IDOT	IL 22 at IL 83 Geotechnical Investigation [GSI 11065]	Active	\$807,789	PTB 158-001
IDOT	I-80 Phase II Geotechnical Investigation [GSI 11065]	Active	\$559,852	PTB 152-004
ISTHA	Geotechnical Assistance Upon Request	Pending	TBD	I-14-4639

EXHIBIT "1"

**Davis-Adams, Linda**

---

**From:** Thomas, Mark  
**Sent:** Monday, January 05, 2015 3:06 PM  
**To:** Davis-Adams, Linda  
**Cc:** Hauk, John; Smith, James A  
**Subject:** RE: GEO Services, Inc./Certificate of Insurance I-14-4639

Linda,

The insurance documentation submitted on behalf of GEO Services, Inc. appears to meet Tollway insurance requirements.

Mark R. Thomas, CRIS  
Construction Insurance Analyst  
Illinois Tollway  
(630) 241-6800 ext. 4474  
[mthomas@getipass.com](mailto:mthomas@getipass.com)  
[www.illinoistollway.com](http://www.illinoistollway.com)

---

**From:** Davis-Adams, Linda  
**Sent:** Monday, December 29, 2014 12:14 PM  
**To:** Thomas, Mark  
**Cc:** Hauk, John; Smith, James A  
**Subject:** FW: GEO Services, Inc./Certificate of Insurance I-14-4639  
**Importance:** High

Mark,

The Attachments are copies of GEO Services' Certificate of Insurance for the above contract. Please review.

Thanks,

**Linda Davis-Adams,**  
Contract Expediter Supervisor  
The Illinois State Toll Highway Authority  
Phone 630-241-6800 ext. 3363  
[ldavis@getipass.com](mailto:ldavis@getipass.com)

---

**From:** Lori Urbanek [<mailto:lurbanek@northernins.com>]  
**Sent:** Monday, December 29, 2014 11:25 AM  
**To:** Davis-Adams, Linda  
**Cc:** Julian Rueda  
**Subject:** GEO Services, Inc./Certificate of Insurance I-14-4639  
**Importance:** High



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Insurance Group LTD 114 West North St Morris IL 60450	CONTACT NAME: Randy Fouth
	PHONE (A/C No. Ext): (815) 942-0017 FAX (A/C No.): (815) 942-9035 E-MAIL ADDRESS: rfouth@northernins.com
INSURED GEO Services, Inc. 805 Amherst Ct Suite 204 Naperville IL 60565	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Cincinnati Insurance Company 10677
	INSURER B: Selective Insurance Co. of Ame
	INSURER C: Liberty Mutual
	INSURER D: Markel Insurance Company
	INSURER E: Rockhill Insurance Company
	INSURER F: St. Paul Fire and Marine Ins Co.

COVERAGES CERTIFICATE NUMBER: CL14121709666 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	ENP 001 03 70	12/29/2014	12/29/2015	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	X	Y	S2146962	12/29/2014	12/29/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ENP 001 03 70	12/29/2014	12/29/2015	EACH OCCURRENCE \$ 5,000,000
F	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP-51M01200-14-NF (Excess	12/29/2014	12/29/2015	Each Occurrence/Aggregate \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCS-34S-367048-044	12/29/2014	12/29/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Profesional Liability			AE-822446/Claims Made Cov	12/20/2014	12/20/2015	Each Claim/Aggregate Limits: 2,000,000
E	Pollution Liability			EPNV001186-01	03/15/2014	03/15/2015	Each /Aggregate Limit: 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Contract Number I-14-4639 Tollway  
Illinois State Toll Highway Authority is an additional insured on a primary non-contributory basis on the general liability and auto policies. If required by written contract, WAIVER OF SUBROGATION in favor of the Additional Insureds applies to General Liability, Auto Liability and Workers Compensation. 30-DAY CANCELLATION NOTICE APPLIES TO CERTIFICATE HOLDER, EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM. Workers Compensation Proprietor/Partner/Executive Officer/Member Excluded on the listed policy: Julian Rueda-President and Dixon O'Brien Vice President

CERTIFICATE HOLDER Illinois State Toll Highway Authority 2700 Ogden Ave Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Randy Fouth/LU

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following: ENP 001 03 70

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage .....	2
2. Unintentional Failure to Disclose Hazards.....	8
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments .....	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property .....	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services: .....	15
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	15

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

a. Bail bonds: \$ 1,000  
b. Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

I) Reports all, or any part, of the act, error or omission to us or any other insurer;

II) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily Injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.



(j) **Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

b. **Who Is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
  - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
  - (c) A limited liability company, you are an insured. Your members are also insureds,

but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
  - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
  - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

EXHIBIT "1"  
PAGE 45 OF 195

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (a) An act, error or omission; or
  - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- (1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and  
(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and  
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";  
(2) Authorize us to obtain records and other information;  
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and  
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is

entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**2. Unintentional Failure to Disclose Hazards**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

**3. Damage to Premises Rented to You**

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY** Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The Insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This Insurance does not apply to:

(a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
  - e) Settling, cracking, shrinking or expansion; or
  - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the

most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

**4. Supplementary Payments**

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of op-

EXHIBIT "P"  
PAGE 50 OF 195

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

**b. Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.**

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**8. Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
    - 1) Currently in effect or becomes effective during the policy period; and
    - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
  - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
    - c) Any physical or chemical change in the product



- made intentionally by the vendor;
- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
  - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:

- 1) The building or disassembly of scaffolding by or for you; or
- 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
  - (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
  - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

EXHIBIT "T"  
PAGE 54 OF 95

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

**c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

**(1) Condition 5. Other Insurance** is amended to include:

**(a)** Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

**(b)** Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

**(2) Condition 11. Conformance to Specific Written Contract or Agreement** is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

**11. Property Damage to Borrowed Equipment**

a. The following is hereby added to Exclusion J. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE**

**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**12. Employees as Insureds - Specified Health Care Services**

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**13. Broadened Notice of Occurrence**

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

BRITISH  
PAGE 56 OF 195

# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: GEO SERVICES, INC.

Contract Number: I-14-4639

Proposal Date: 10/31/2014

**Exhibit Pointers** Editable cells in each exhibit are underlined in red  
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes  
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: I-14-4639

Consultant: GEO SERVICES, INC.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2015												Grand Total Exhibit A Hours	TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1,695	
Geotechnical Services		50	50	50	50	50	50	50	50	50	50	50	50	550
<b>TOTALS</b>		50	50	50	50	50	50	50	50	50	50	50	50	550

PAGE 58 OF 195  
 EXHIBIT "1"



Contract Number: I-14-4639

Consultant: GEO SERVICES, INC.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Services	50	50	50	50	50	50	50	50	50	50	25	10	535
TOTALS	50	50	50	50	50	50	50	50	50	50	25	10	535

PAGE 100 OF 195  
EXHIBIT "1"



Contract Number: I-14-4639

Consultant: GEO SERVICES, INC.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Services	10													10
<b>TOTALS</b>	<b>10</b>													<b>10</b>

PAGE 1 OF 195

EXHIBIT "1"

Contract No.: I-14-4639

Consultant: GEO SERVICES, INC.

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

$$\frac{1,695.00}{\text{(Total Work Hours from Exhibit C-2)}} \times \$ \frac{47.20}{\text{(Average Hourly Rate from Exhibit C-2)}} = \text{TOTAL DIRECT SALARY } \$ \underline{80,004.00}$$

Multiplier to be used on this project: 2.80  
 Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

**DIRECT REGULAR SALARY TIMES MULTIPLIER** \$ 224,011.20

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

**TOTAL DIRECT COSTS** \$ 1,515,988.80

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 1,110,000.00

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 150,000.00

**TOTAL SERVICES BY OTHERS** \$ 1,260,000.00

**D. ADDITIONAL SERVICES (Prime Consultant)**

\_\_\_\_\_  
 (Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

\_\_\_\_\_  
 (Requires prior authorization before use)

**TOTAL ADDITIONAL SERVICES** \$ -  
 (Requires prior authorization before use)

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

\$ 3,000,000.00

Contract No.: I-14-4639

Consultant: I-14-4639

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 36 No. OF MONTHS

SCHEDULED START DATE: 2/1/2015

RAISE DATE: 7/1/2015

PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

2/1/2015 - 6/30/2015	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 1/31/2018	
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	12.0	12.0	7.0	
36.0	36.0	36.0	36.0	36.0
13.89%	34.33%	35.36%	21.25%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.83%

EXHIBIT "1"  
PAGE 43 OF 195

Contract No.: I-14-4639

Consultant: GEO SERVICES, INC.

Date: 10/31/2014

Escalation Factor: 104.83%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

**DIRECT COST  
OVERTIME PREMIUM**

Total Estimated Work Hours: 1,695.00  
Average Hourly Rate: \$47.20  
Total Direct Labor \$80,004.00

Total Estimated O/T Hours: 275.00  
Average Premium O/T Hourly Rate: \$21.88  
Total Overtime Premium: \$6,017.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	160.00		
No	Project Manager	\$40.00	\$70.00	\$61.50	\$64.47	490.00		
Yes	Senior Engineer/Planner	\$40.00	\$70.00	\$46.25	\$48.49	350.00	24.25	200.00
No	Resident Engineer	\$40.00	\$70.00					
Yes	Project Engineer/Planner	\$25.00	\$60.00	\$37.00	\$38.79	100.00	19.40	10.00
Yes	Staff Engineer/Planner	\$20.00	\$40.00	\$28.75	\$30.14	120.00	15.07	50.00
Yes	Engineer /Accountant	\$20.00	\$60.00	\$33.50	\$35.12	20.00	17.56	5.00
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
Yes	Admin/Clerical	\$8.25	\$40.00	\$25.25	\$26.47	455.00	13.24	10.00

PAGE 14 OF 195  
EXHIBIT "1"

Contract No.: I-14-4639

Consultant: GEO SERVICES, INC.

Date: 10/31/2014

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Julian Rueda	\$50 - \$70
Project Manager	Project Manager	Andrew J. Ptak	\$40 - \$70
Senior Engineer/Planner	Senior Geotechnical Engineer	Stephen A. Bucher	\$40 - \$70
	Engineering Geologist	Richard W. Catalano	
	Senior Project Engineer	Kiran Adhikary	
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Alex U. Barlan	\$25 - \$60
Staff Engineer/Planner	Staff Engineer	Realeza R. Richard	\$20 - \$40
Engineer /Accountant	Field Engineer	Vahan Hovakimian	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist			\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Administrative Assistant	Bhavika A. Tailor	\$8.25 - \$40

**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOL\\_LWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Driling

See Direct Cost Additional Summary sheets

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**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized)      \$ 1,509,971.80**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."



# ALLOWABLE DIRECT COSTS

## Construction Inspection

### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-14-4639

Sub Consultant: GEO SERVICES, INC.

Date: 31-Oct-14

Description (1)	Unit (2)	Unit Cost (4)
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**ALLOWABLE DIRECT COSTS**

Postage and Delivery	LS	\$ 71.80
Vehicle	DAY	\$ 65.00
<b>Laboratory Testing (AGG., CONCRETE &amp; HOT MIX ASPHALT)</b>		
Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	EA	\$ 15.00
Torvane Test	EA	\$ 6.00
Extrude Shelby Tube	EA	\$ 12.00
Atterberg Limits (Single Point) (T89 & 90/D4318)	EA	\$ 60.00
Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EA	\$ 120.00
Particle Size Analysis, no hydrometer (T311/D6913)	EA	\$ 90.00
Particle Size Analysis, with hydrometer (T88/D422)	EA	\$ 110.00
No. 200 Wash Sieve Analysis (only) (T11/D1140)	EA	\$ 40.00
Unconfined Compressive Strength Qu (T208/D2166)	EA	\$ 50.00
Dry Density (Unit Weight) (D7263)	EA	\$ 5.00
Specific Gravity (Soil) (T100/D854)	EA	\$ 60.00
pH of Soil (D4972)	EA	\$ 20.00
Organic Content - loss on ignition (T267/D2987)	EA	\$ 60.00
Organic Content - wet combustion (T194)	EA	\$ 115.00
Consolidation - 16 tsf (T216/D2435)	EA	\$ 510.00
Consolidation - 32 tsf (T216/D2435)	EA	\$ 620.00
Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EA	\$ 400.00
Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EA	\$ 900.00
Triaxial (remolding of sample) per point	EA	\$ 50.00
Hydraulic Conductivity (permeability) (D5084)	EA	\$ 300.00
Hydraulic Conductivity (remold sample) per point	EA	\$ 50.00
Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EA	\$ 190.00
Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EA	\$ 240.00
Moisture Density Relationship (Proctor) with % Lime (D558)	EA	\$ 200.00
IDOT Lime Stabilized Soil Test	EA	\$ 350.00
Illinois Bearing Ratio (IBR)	EA	\$ 450.00
Illinois Immediate Bearing Value (IBV)	EA	\$ 450.00
California Bearing Ratio CBR (T193/D1883)	EA	\$ 450.00
Slag Expansion Test (D4792)	EA	\$ 750.00
Soil Resistivity (Lab) (T288/G187)	EA	\$ 200.00
Rock Unconfined Compressive Strength (D7012)	EA	\$ 50.00
Rock Tensile Strength (D3967)	EA	\$ 75.00
Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EA	\$ 175.00
Washed 150 lb PGE Gradation (IDOT)	EA	\$ 500.00
Washed Coarse Aggregate Gradation (over 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 200.00
Washed Coarse Aggregate Gradation (under 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 95.00
Washed Fine Aggregate Gradation (T11 & 27/C117 & 136)	EA	\$ 60.00
Organic Impurities in Fine Aggregate (T21/C40)	EA	\$ 40.00
Unit Weight of Course Aggregate (T19/C29)	EA	\$ 60.00
Specific Gravity Course Aggregate (T85/C127)	EA	\$ 90.00
Specific Gravity Fine Aggregate (T84/C128)	EA	\$ 120.00
<b>LABORATORY TESTING SUBTOTAL</b>		

<b>TOTAL</b>	<b>\$ 238,096.80</b>
--------------	----------------------

Contract No.: I-14-4639  
 Date: 31-Oct-14

Sub Consultant: GEO SERVICES, INC.

Description (1)	Unit (2)	Unit Cost (4)
--------------------	-------------	------------------

**ALLOWABLE DIRECT COSTS**

Postage and Delivery	LS	\$ -
Vehicle	DAY	\$ 65.00

**ITEMIZED DIRECT COSTS**

Drilling		
Support Truck	DAYS	\$ 65.00
Support Vehicle	DAYS	\$ 65.00
Overnight Delivery	EACH	\$ 25.00
ATV Mob/Demob.	HOUR	\$ 225.00
Drilling (2 man crew)-day	HOUR	\$ 365.00
Drilling (2 man crew)-ATV-day, (truck-rig or ATV - night-time)	HOUR	\$ 385.00
Drilling (2 man crew) - Overtime, Sat.	HOUR	\$ 547.50
Drilling (2 man crew) - Sun. and Holidays	HOUR	\$ 730.00
NX-coring bit wear	FT	\$ 10.00
NX-core boxes (cardboard)	EACH	\$ 25.00
Pavement coring (1 man crew)	HOUR	\$ 200.00
Pavement coring (1 man crew) - o.t./night	HOUR	\$ 300.00
Flagger (day-time)	HOUR	\$ 100.00
Flagger (night-time)	HOUR	\$ 110.00
Flagger (o.t.) (daytime)	HOUR	\$ 150.00
Flagger (o.t.) (night-time)	HOUR	\$ 165.00
Shoulder Closure (day-time)	EACH	\$ 900.00
Lane Closure (1-lane) (night-time)	EACH	\$ 1,700.00
Lane Closure (2-lanes) (night-time)	EACH	\$ 1,950.00
Partial Ramp Closure (day-time)	EACH	\$ 900.00
Bridge Deck Patch	EACH	\$ 50.00
Signs, cones	DAY	\$ 125.00
Borehole Grouting	FT	\$ 6.00
3" Shelby Tubes	EACH	\$ 25.00
Core/Bore Patch	EACH	\$ 15.00
Lights	DAY	\$ 100.00
Generator	DAY	\$ 100.00
Mapping Grade GPS	DAY	\$ 100.00
Clearing/Grubbing/Landcape Repair 2 Man Crew	HOUR	\$ 200.00
Fence Repair (at cost - estimated)	HOUR	\$ 200.00
Environmental Field Kit (gloves, bags, cleaning solutions)	DAY	\$ 50.00
PID Meter	WEEK	\$ 300.00
		DRILLING SUBTOTAL

TOTAL	\$ 1,271,875.00
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Contract No.: I-14-4639

Consultant: GEO SERVICES, INC.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Julian Rueda

Project Manager: Andrew J. Ptak

Senior Project Engineer: \_\_\_\_\_

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

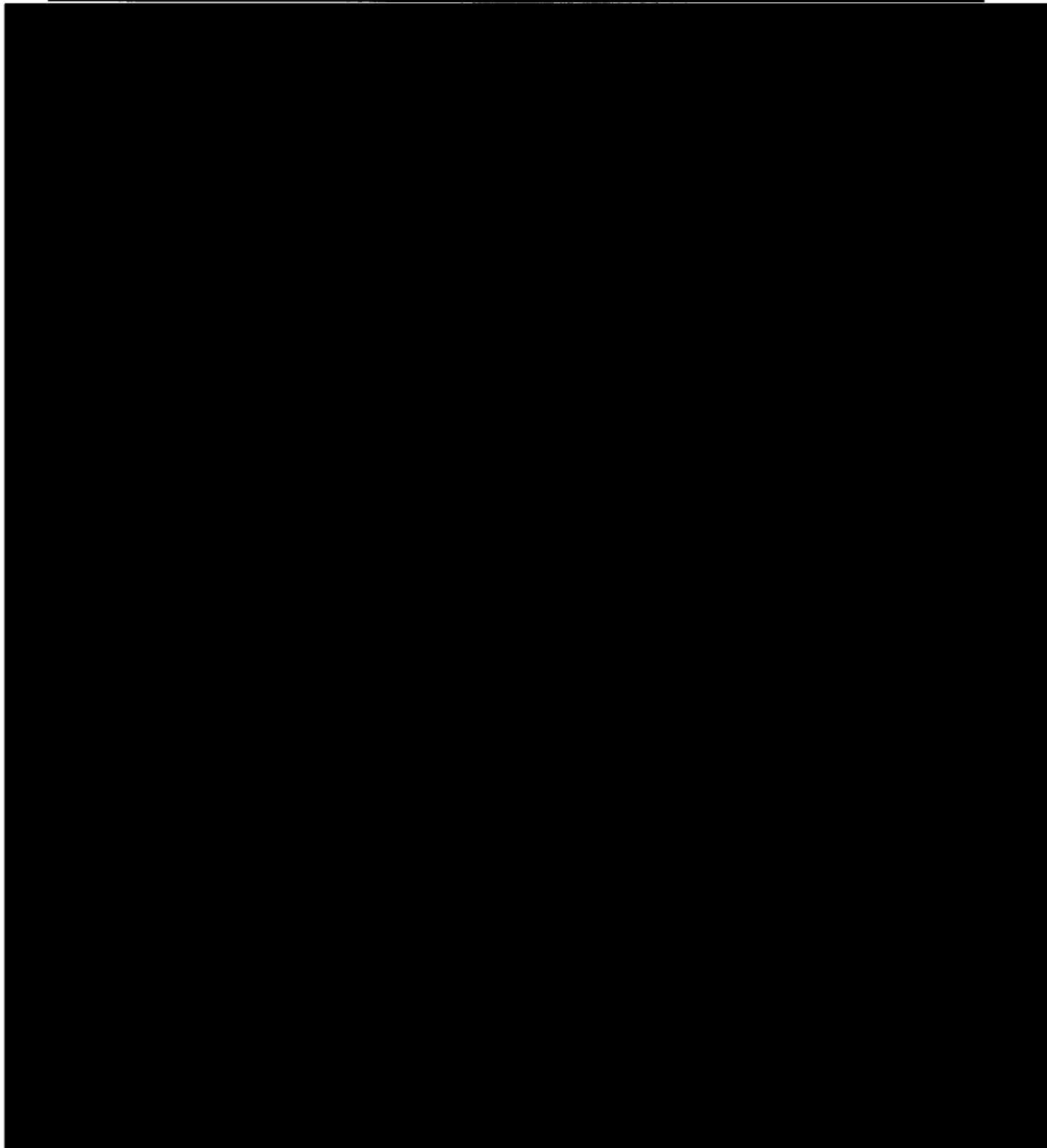
Classification: \_\_\_\_\_

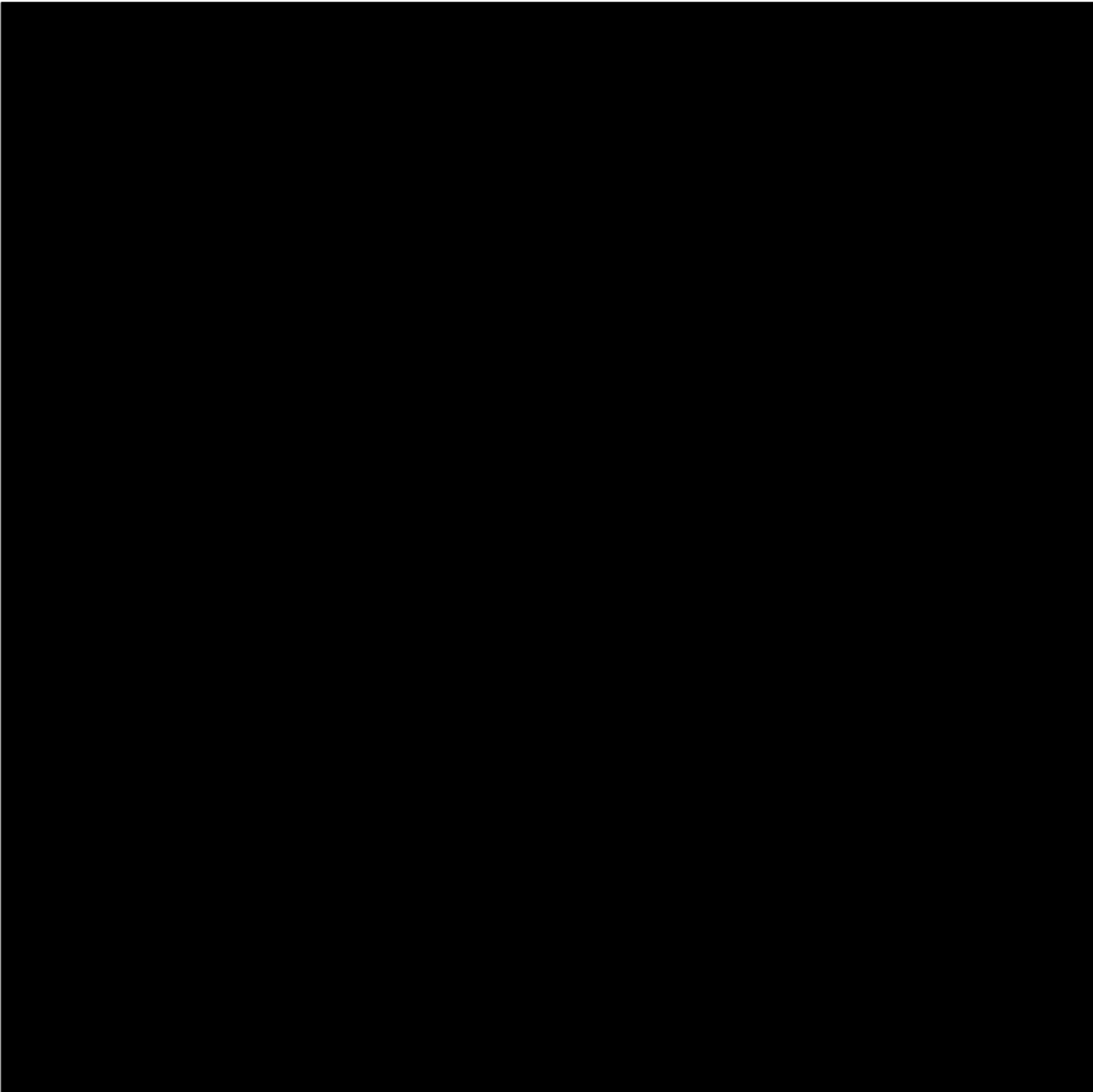
Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Name: Stephen A. Bucher

Classification: Senior Geotechnical Engineer

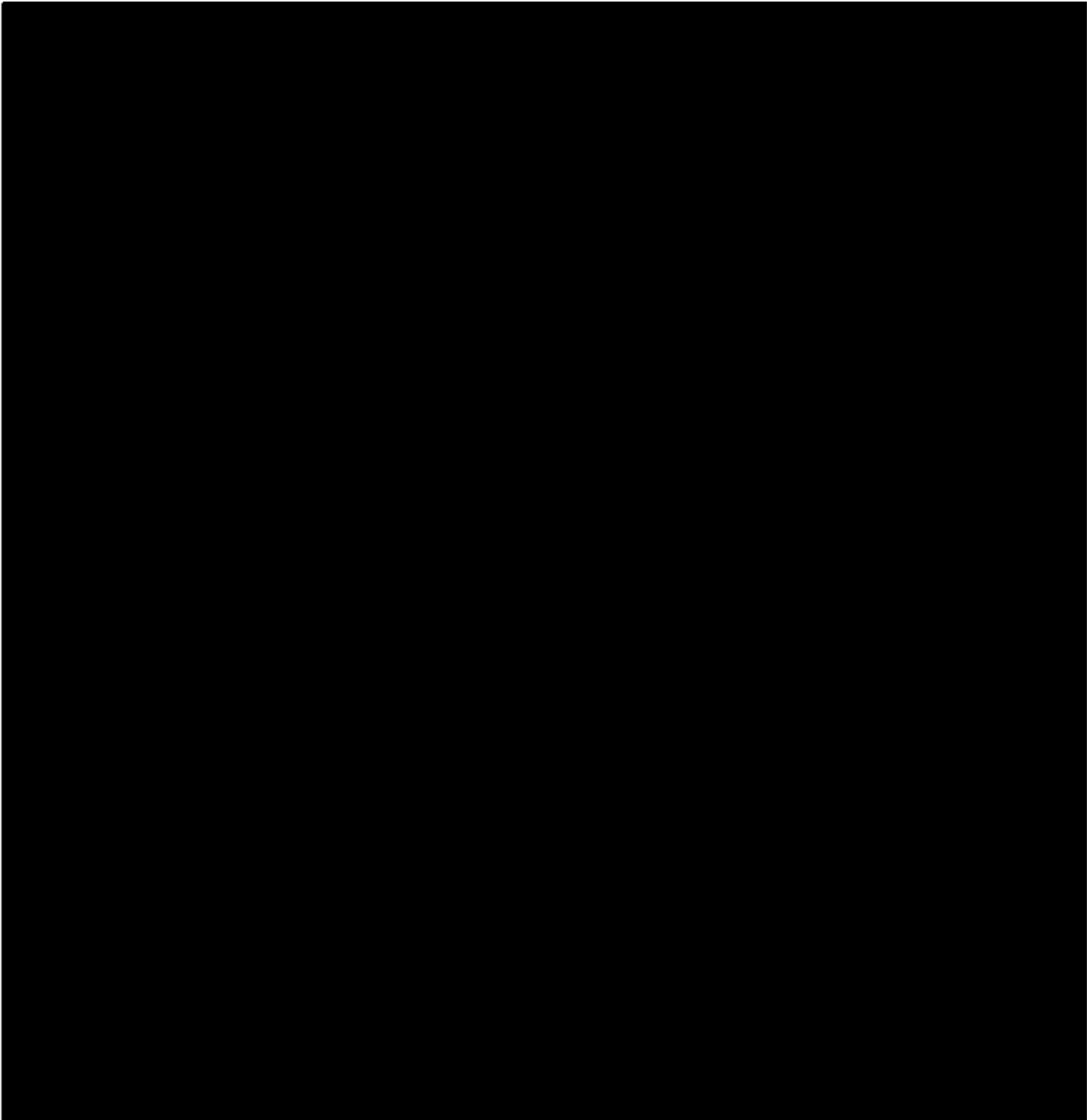




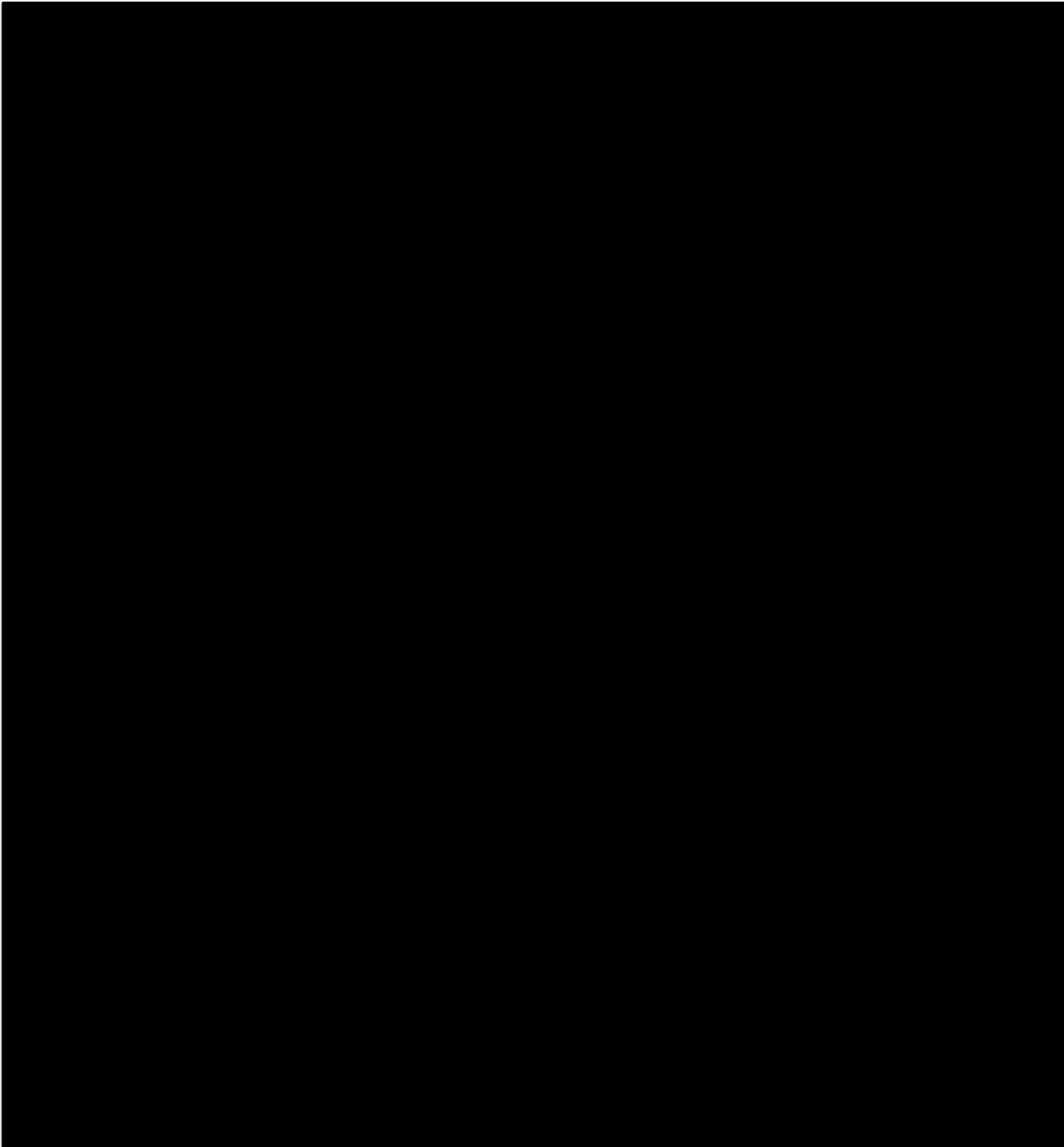


**Geo Services, Inc.**  
Geotechnical, Environmental and Civil Engineering  
An MSE - DBE Firm

**ANDREW J. PTAK, P.E.**  
FIELD DRILLING SUPERVISOR / GEOTECHNICAL ENGINEER



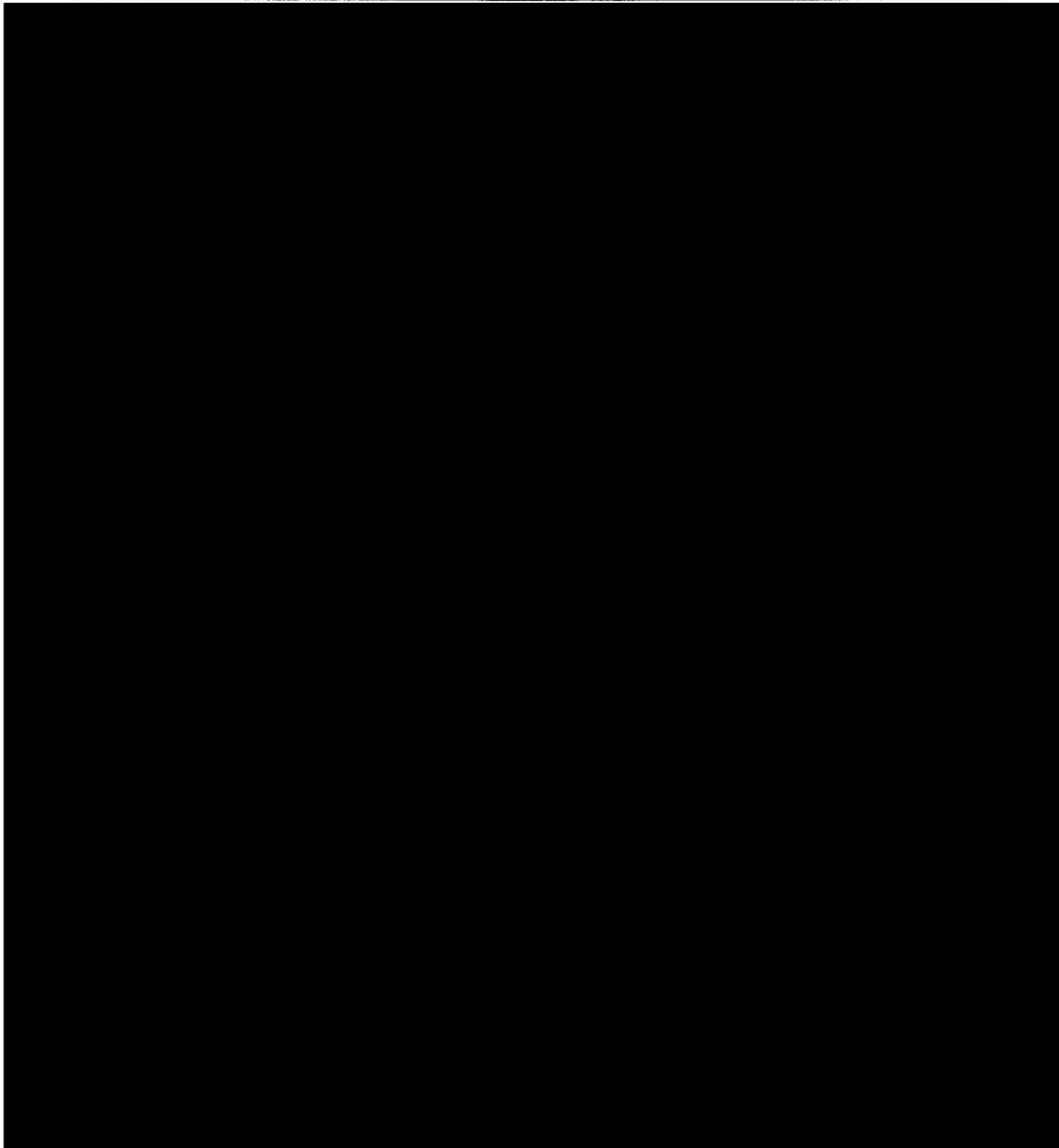


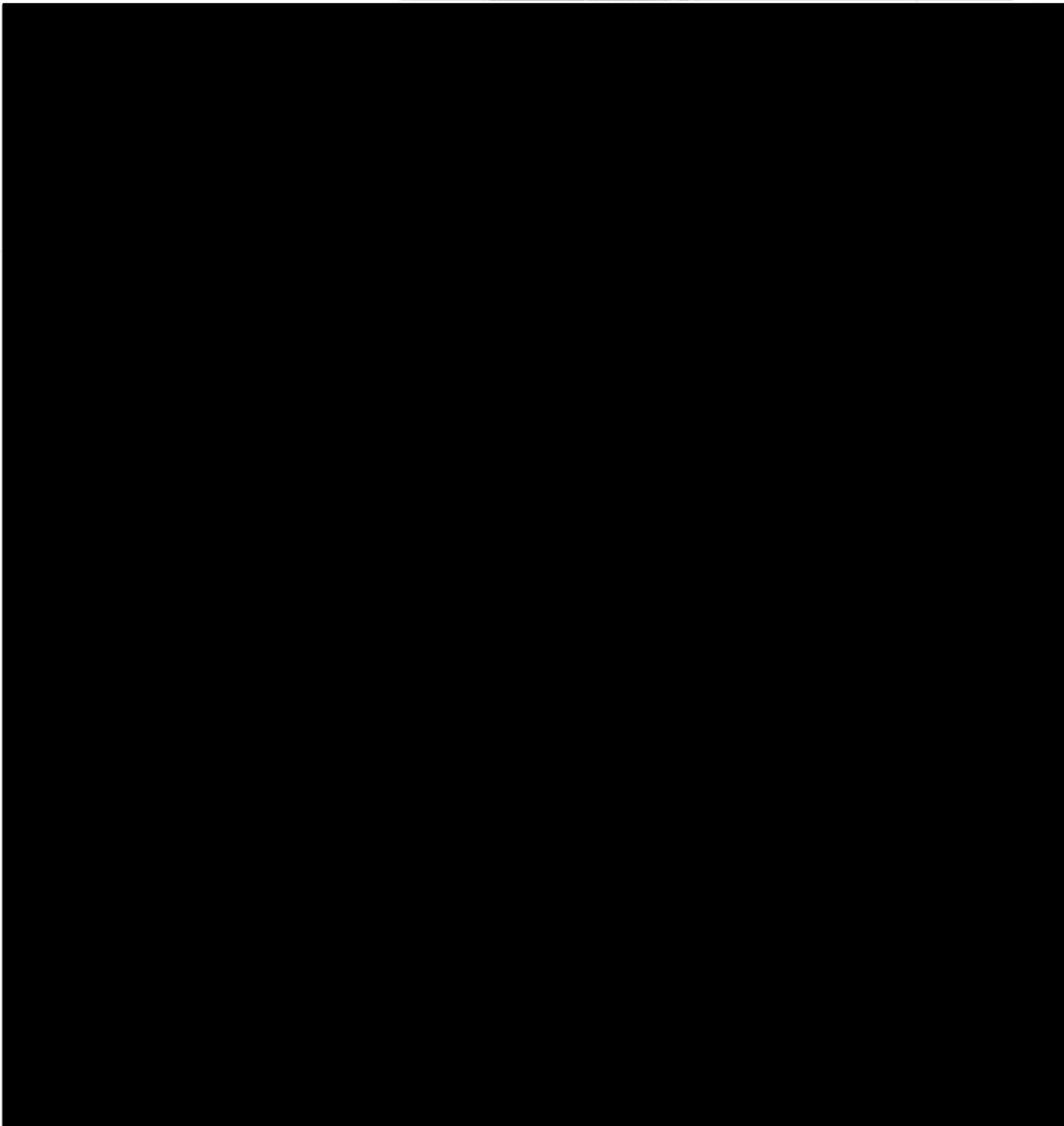




**Geo Services, Inc.**  
Geotechnical, Environmental and Civil Engineering  
An MSE - DBE Firm

**STEPHEN A. BUCHER, P.E.**  
SENIOR GEOTECHNICAL ENGINEER





**EXHIBIT F**  
**CONTRACT I-14-4639**  
**GEO SERVICES, INC.**  
**SCOPE OF SERVICES**

Engineering services are required to provide geotechnical services on an upon request basis for the entire Tollway system.

The Tollway will require geotechnical soil borings, reports and associated services for projects associated with Move Illinois. Among the corridors that may require this work are the Jane Addams Memorial Tollway, and Elgin O'Hare Western Bypass.

Geo Services, Inc. will provide geotechnical engineering services as requested by Tollway.

**EXHIBIT G**  
**CONTRACT I-14-4639**  
**GEO SERVICES, INC.**  
**CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-90, MP 60.8 to MP 68.1 I-11-4017	Geotechnical Services	\$ 2,535,289	\$ 272,380	Spring 2015
I-90 IL 53 to Oakton Avenue I-11-4016	Geotechnical Services	\$ 1,906,194	\$ 41,373	Fall 2014
Various ISHTA Toll plaza Oasis Sites RR-13-4118	Geotechnical Services	\$ 175,000	\$ 77,033	Spring 2015
I-90 at Barrington Road Interchange RR-13-5568	Geotechnical Services	\$ 265,115	\$ 25,801	Fall 2014
System wide RR- 13-4155	Construction Inspection and Geotechnical Investigation upon request	\$ 350,000	\$ 319,808	Fall 2016
System wide I-13-4102	Construction Inspection upon request	\$ 184,000	\$ 46,911	Fall 2014
System wide RR-13-5685R	Construction Inspection upon request	\$ 50,000	Pending Approval	TBD
System wide I-14-4639	Geotechnical Investigation upon request	\$ 3,000,000	Pending Approval	TBD
IL 171 at I-55 PTB 154-014	Geotechnical Services	\$ 1,413,045	\$ 65,000	Fall 2014
I-55 at Arsenal Road PTB 151-001	Construction Inspection	\$ 341,082	\$ 144,375	Spring 2015
US 7 at IL 171 PTB 157-005	Geotechnical Services	\$ 765,298	\$ 66,614	Fall 2014
IL 22 at IL 83 PTB 158-001	Construction Inspection	\$ 807,789	\$ 177,850	Spring 2015

EXHIBIT "1"

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

<p>1 <u>Everest Engineering Co.</u></p> <p>Direct Labor                   \$ 446,082.56</p> <p>Direct Costs                   \$ 3,917.44</p> <p>Services by Others             _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   \$ 450,000.00</p>	<p>6 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>2 <u>O'Brien &amp; Associates, Inc.</u></p> <p>Direct Labor                   \$ 441,126.00</p> <p>Direct Costs                   \$ 68,874.00</p> <p>Services by Others             _____</p> <p>Additional Services **       _____</p> <p>Total this Subconsultant (ULC)                   \$ 510,000.00</p>	<p>7 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>3 <u>Starta Earth Services, LLC</u></p> <p>Direct Labor                   \$ 6,682.06</p> <p>Direct Costs                   \$ 143,317.94</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ 150,000.00</p>	<p>8 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>4 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>	<p>9 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>
<p>5 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>	<p>10 _____</p> <p>Direct Labor                   \$ -</p> <p>Direct Costs                   \$ -</p> <p>Services by Others             \$ -</p> <p>Additional Services **       \$ -</p> <p>Total this Subconsultant (ULC)                   \$ -</p>

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,110,000.00

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,110,000.00

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 37.00%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 0%

**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 <u>Behnke Materials Engineering, LLC</u></p> <p>Direct Labor                   \$       1,664.10</p> <p>Direct Costs                   \$       58,335.90</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$       60,000.00</p>	<p>6 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>
<p>2 <u>Shannon &amp; Wilson, Inc.</u></p> <p>Direct Labor                   \$       89,362.56</p> <p>Direct Costs                   \$       637.44</p> <p>Services by Others                   _____</p> <p>Additional Services **                   _____</p> <p>Total this Subconsultant (ULC)                   \$       90,000.00</p>	<p>7 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>
<p>3 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>	<p>8 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>
<p>4 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>	<p>9 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>
<p>5 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>	<p>10 _____</p> <p>Direct Labor                   \$       -</p> <p>Direct Costs                   \$       -</p> <p>Services by Others                   \$       -</p> <p>Additional Services **                   \$       -</p> <p>Total this Subconsultant (ULC)                   \$       -</p>

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 150,000.00

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$           -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 150,000.00

# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Everest Engineering Co.

Contract Number: I-14-4639

Proposal Date: 10/31/2014

Exhibit Pointers Editable cells in each exhibit are underlined in red  
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes  
A full set of instructions to complete the exhibits is available on the Tollway's website



Contract Number: I-14-4639

Consultant: Everest Engineering Co.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2015												Grand Total Exhibit A Hours	3,520
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
TASK		100	100	100	100	100	100	100	100	100	100	100	1100	
TOTALS		100	100	100	100	100	100	100	100	100	100	100	1100	

AGE 85 OF 195  
EXHIBIT "1"



Contract Number: I-14-4639

Consultant: Everest Engineering Co.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
TASK	100	100	100	100	100	100	100	100	100	100	100	100	1200
<b>TOTALS</b>	100	100	100	100	100	100	100	100	100	100	100	100	1200

EXHIBIT "1"  
 PAGE 87 OF 195

Contract Number: I-14-4639

Consultant: Everest Engineering Co.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
TASK	20														20
TOTALS	20														20

EXHIBIT "1"  
 AGE SR OFFICE



Contract No.: I-14-4639

Consultant: Everest Engineering Co.

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 36 No. OF MONTHS  
 SCHEDULED START DATE: 2/1/2015  
 RAISE DATE: 1/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

2/1/2015 - Date Date 0.0 36.0	2/1/2015 - 12/31/2015 Date Date 11.0 36.0	1/1/2016 - 12/31/2016 Date Date 12.0 36.0	1/1/2017 - 12/31/2017 Date Date 12.0 36.0	1/1/2018 - 1/31/2018 Date Date 1.0 36.0
Factor First Period	Escalation Factor Second Period 31.47%	Escalation Factor Third Period 35.36%	Escalation Factor Fourth Period 36.42%	Escalation Factor Fifth Period 3.13%

**ESCALATION PER YEAR Year 6 through 10**

- Date Date 36.0	- Date Date 36.0	- Date Date 36.0	- Date Date 36.0	- Date Date 36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.39%

PAGE 90 OF 98

EXHIBIT "1"

Contract No.: I-14-4639

Consultant: Everest Engineering Co.

Date: 10/31/2014

Escalation Factor: 106.39%

(From Exhibit C-1)

<b>EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES</b>							<b>DIRECT COST OVERTIME PREMIUM</b>		
						<b>Total Estimated Work Hours:</b>	<u>3,520.00</u>	<b>Total Estimated O/T Hours:</b>	<u>16.00</u>
						<b>Average Hourly Rate:</b>	<u>\$45.26</u>	<b>Average Premium O/T Hourly Rate:</b>	<u>\$11.97</u>
						<b>Total Direct Labor</b>	<u>\$159,315.20</u>	<b>Total Overtime Premium:</b>	<u>\$191.52</u>
<b>Classification Eligible for Premium Overtime?</b>	<b>Tollway Classification</b>	<b>Tollway MINIMUM Hourly Rate for Classification</b>	<b>Tollway MAXIMUM Hourly Rate for Classification</b>	<b>Average Hourly Rate for Classification (See Note A to Right)</b>	<b>Escalated Average Hourly Rate for Classification (See Note B to Right)</b>	<b>Estimated Work Hours (Including Overtime)</b>	<b>Escalated Average Premium Overtime Hourly Rate (See Note C to Right)</b>	<b>Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)</b>	
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	180.00			
No	Project Manager	\$40.00	\$70.00	\$70.00	\$70.00	180.00			
No	Senior Engineer/Planner	\$40.00	\$70.00						
No	Resident Engineer	\$40.00	\$70.00						
No	Project Engineer/Planner	\$25.00	\$60.00	\$50.00	\$53.19	900.00			
No	Staff Engineer/Planner	\$20.00	\$40.00	\$25.50	\$27.13	250.00			
No	Engineer /Accountant	\$20.00	\$60.00	\$38.00	\$40.43	1900.00			
No	Senior Technical Specialist	\$25.00	\$60.00						
Yes	Technical Specialist	\$15.00	\$50.00	\$20.00	\$21.28	56.00	10.64	8.00	
No	Architect	\$30.00	\$70.00						
No	Realty Specialists	\$20.00	\$70.00						
No	Intern	\$8.25	\$20.00						
Yes	Admin/Clerical	\$8.25	\$40.00	\$25.00	\$26.60	54.00	13.30	8.00	

PAGE 91 OF 195  
EXHIBIT "1"

Contract No.: I-14-4639

Consultant: Everest Engineering Co.

Date: 10/31/2014

**EXHIBIT C-3: DIRECT LABOR EMPLOYEE CLASSIFICATION LIST**

Tollway Classification	Consultant Classification (specific to each company)	Consultant Employee Name (SEE NOTE 1 TO RIGHT)	Range per Hour
Principal	Principal	Jagan N. Gosain	\$50 - \$70
Project Manager	Project Manager	Lucky Gosain	\$40 - \$70
Senior Engineer/Planner			\$40 - \$70
Resident Engineer			\$40 - \$70
Project Engineer/Planner	Project Engineer	Iqbal Ahmad	\$25 - \$60
Staff Engineer/Planner	Geologist II	Kristina Krug	\$20 - \$40
Engineer /Accountant	Geotechnical Engineer IV	Keyur Vaghasia	\$20 - \$60
Senior Technical Specialist			\$25 - \$60
Technical Specialist	Technician II	Mirza Baig	\$15 - \$50
Architect			\$30 - \$70
Realty Specialists			\$20 - \$70
Intern			\$8.25 - \$20
Admin/Clerical	Clerical	Kerrie Nelms	\$8.25 - \$40



**EXHIBIT D**

**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES**

- A. **VEHICLE REIMBURSEMENT - rate based on link below**  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>
  
- B. **ALLOWABLE DIRECT COSTS - based on link below**  
[http://www.illinoistollway.com/documents/10157/36206/LG\\_TOLLWAY\\_XX\\_ALLOWABLEDIRECTCOSTS\\_08012008.PDF](http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF)
  
- C. **ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:**

**DIRECT COST CATEGORY**

Reports Reproduction

Covers and Binders

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**TOTAL DIRECT COSTS (Vehicles, Allowable and Itemized) \$ 3,725.92**

## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-14-4639

Consultant: Everest Engineering Co.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Jagan N. Gosain

Project Manager: Lucky Gosain

Project Engineer: Iqbal Ahmad

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Others: Name: Keyur Vaghasia

Classification: Geotechnical Engineer IV

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONT

**NAME**

**Jagan N. Gosain, P.E.**

**ROLE IN THIS CONTRACT**

Senior Soil Engineer

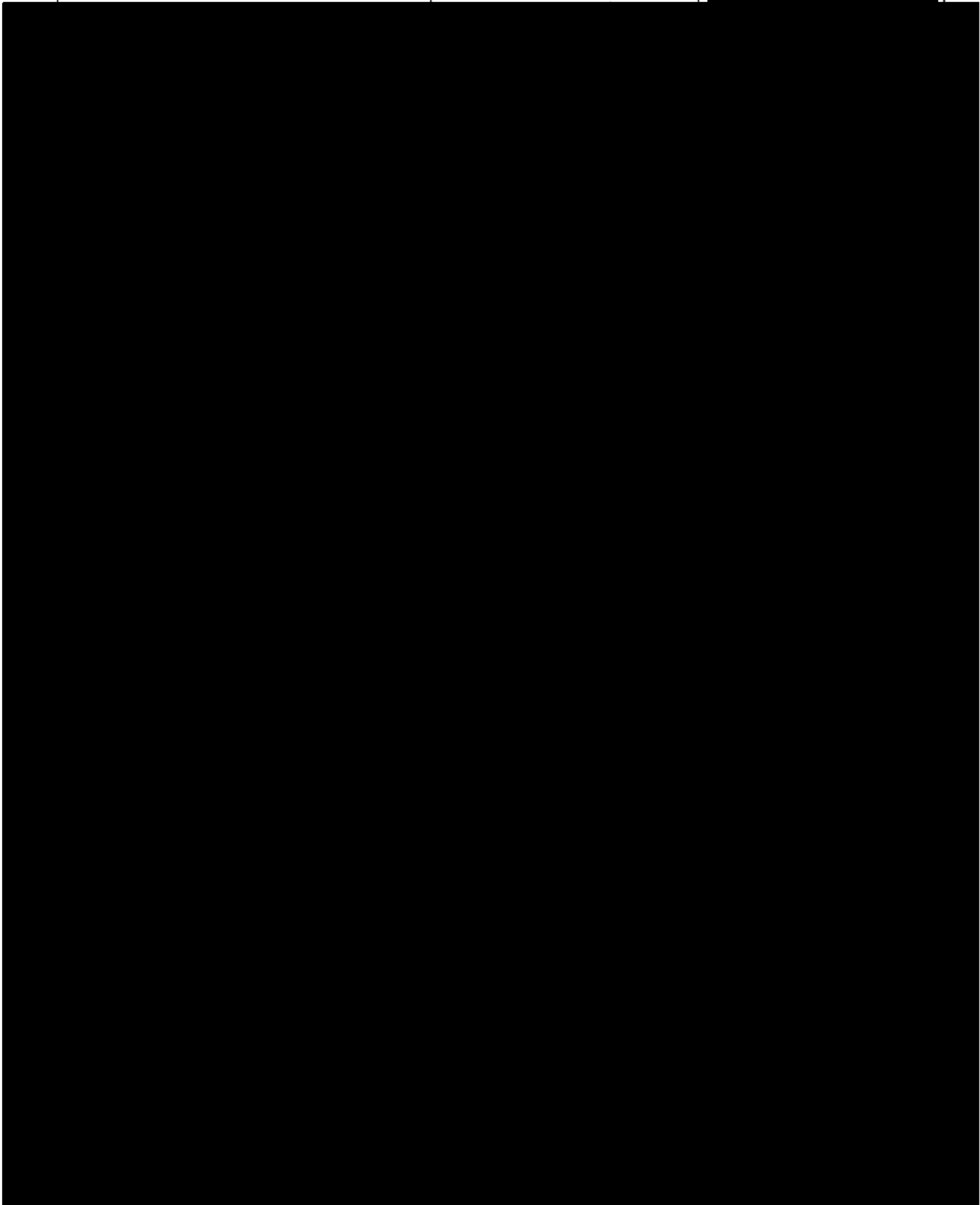


EXHIBIT 1

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CON

NAME

**Lucky Gosain**

ROLE IN THIS CONTRACT

Project Manager

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CON

NAME

Iqbal Ahmad, P.E.

ROLE IN THIS CONTRACT

Project Soils Engineer

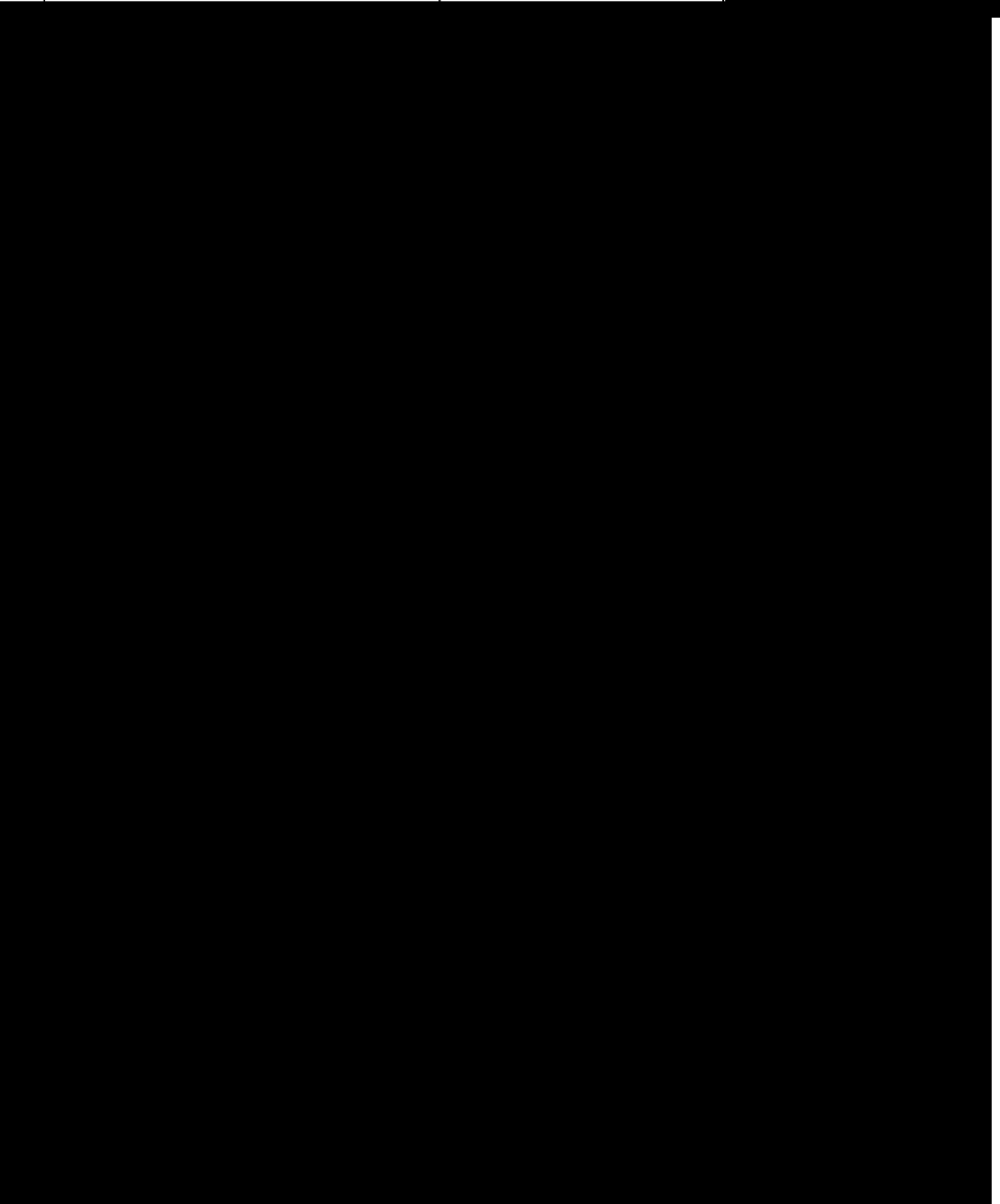


EXHIBIT "1"

PAGE 100 OF 195



RESUMES OF KEY PERSONNEL PROPOSED FOR THIS COI

**NAME**

**Keyur Vaghasia**

**ROLE IN THIS CONTRACT**

Geotechnical Engineer

**EXHIBIT F**

**CONTRACT I-14-4639**

**(Everest Engineering Company)**

**SCOPE OF SERVICES**

The scope of Everest Engineering services as a subconsultant to Geo Services, Inc. for The Illinois State Toll Highway Authority on an upon request basis for the entire Tollway system includes preparation of roadway geotechnical reports (RGRs) and structure geotechnical reports (SGRs).

**EXHIBIT G**

**CONTRACT I-14-4639**

**(Everest Engineering Company)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Tollway	Geotechnical Engineering Services	3,000,000	531,312	12/2015
OMP	Geotechnical Engineering Services	2,800,000	91,312	12/2014
MWRDGC	Geotechnical Engineering Services	311,777	29,365	12/2014

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

1 _____		
Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

6 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

2 _____		
Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

7 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

3 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

8 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

4 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

9 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

5 _____		
Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

10 _____		
Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): \_\_\_\_\_

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_

**EXHIBIT "H"**

PAGE 104 OF 195

**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: O'Brien & Associates, Inc.

Contract Number: I-14-4639

Proposal Date: 10/31/2014

**Exhibit Pointers** Editable cells in each exhibit are underlined in red  
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes  
A full set of instructions to complete the exhibits is available on the Tollway's website











Contract No.: I-14-4639

Consultant: O'Brien & Associates, Inc.

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 34 No. OF MONTHS  
 SCHEDULED START DATE: 3/1/2015  
 RAISE DATE: 7/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

3/1/2015 - 6/30/2015	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 12/31/2017	
Date Date	Date Date	Date Date	Date Date	Date Date
4.0	12.0	12.0	6.0	0.0
34	34	34	34	34
11.76%	36.35%	37.44%	19.28%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
34	34	34	34	34
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.84%

PAGE 111 OF 195

EXHIBIT "1"

Contract No.: I-14-4639

Consultant: O'Brien & Associates, Inc.

Date: 10/31/2014

Escalation Factor: 104.84%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

**DIRECT COST**  
**OVERTIME PREMIUM**

Total Estimated Work Hours: 4,500.00

Average Hourly Rate: \$35.01

Total Direct Labor \$157,545.00

Total Estimated O/T Hours: 440.00

Average Premium O/T Hourly Rate: \$11.20

Total Overtime Premium: \$4,928.00

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$70.00	\$70.00	800.00		
No	Project Manager	\$40.00	\$70.00	\$40.55	\$42.51	400.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$29.06	\$30.47	1000.00		
No	Staff Engineer/Planner	\$20.00	\$40.00					
Yes	Engineer /Accountant	\$20.00	\$60.00	\$25.00	\$26.21	1000.00	13.11	100.00
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$25.95	\$27.21	420.00	13.61	100.00
Yes	Technical Specialist	\$15.00	\$50.00	\$18.00	\$18.87	200.00	9.44	100.00
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
Yes	Intern	\$8.25	\$20.00	\$16.00	\$16.78	500.00	8.39	100.00
Yes	Admin/Clerical	\$8.25	\$40.00	\$22.60	\$23.69	180.00	11.85	40.00

PAGE 112 OF 195

EXHIBIT "1"





## ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## Direct Costs-LAB (Geotechnical - I-14-4369)

## Exhibit D-1

CONSULTANT: O'Brien & Associates  
 PROJECT: I-14-4839  
 SCOPE: Geotechnical  
 DATE: October 31, 2014

	Description (1)	Unit (2)	Unit Cost (4)
1	Laboratory Testing		
2	Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	EA	\$ 15.00
3	Torvane Test	EA	\$ 6.00
4	Extrude Shelby Tube	EA	\$ 12.00
5	Atterberg Limits (Single Point) (T89 & 90/D4318)	EA	\$ 60.00
6	Atterberg Limits (Multiple Point) (T89 & 90/D4318)	EA	\$ 120.00
7	Particle Size Analysis, no hydrometer (T311/D6913)	EA	\$ 90.00
8	Particle Size Analysis, with hydrometer (T88/D422)	EA	\$ 110.00
9	No. 200 Wash Sieve Analysis (only) (T11/D1140)	EA	\$ 40.00
10	Unconfined Compressive Strength Qu (T208/D2166)	EA	\$ 50.00
11	Dry Density (Unit Weight) (D7263)	EA	\$ 5.00
12	Specific Gravity (Soil) (T100/D854)	EA	\$ 60.00
13	pH of Soil (D4972)	EA	\$ 20.00
14	Organic Content - loss on ignition (T267/D2987)	EA	\$ 60.00
15	Organic Content - wet combustion (T194)	EA	\$ 115.00
16	Consolidation - 16 tsf (T216/D2435)	EA	\$ 620.50
17	Consolidation - 32 tsf (T216/D2435)	EA	\$ 700.00
18	Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	EA	\$ 400.00
19	Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	EA	\$ 900.00
20	Triaxial (remolding of sample) per point	EA	\$ 50.00
21	Hydraulic Conductivity (permeability) (D5084)	EA	\$ 300.00
22	Hydraulic Conductivity (remold sample) per point	EA	\$ 50.00
23	Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	EA	\$ 190.00
24	Moisture Density (Proctor) with Oversize Correction (T224/D4718)	EA	\$ 240.00
25	Moisture Density Relationship (Proctor) with % Lime (D558)	EA	\$ 200.00
26	IDOT Lime Stabilized Soil Test	EA	\$ 350.00
27	Illinois Bearing Ratio (IBR)	EA	\$ 450.00
28	Illinois Immediate Bearing Value (IBV)	EA	\$ 450.00
29	California Bearing Ratio CBR (T193/D1883)	EA	\$ 450.00
30	Slag Expansion Test (D4792)	EA	\$ 750.00
31	Soil Resistivity (Lab) (T288/G187)	EA	\$ 200.00
32	Rock Unconfined Compressive Strength (D7012)	EA	\$ 50.00
33	Rock Tensile Strength (D3967)	EA	\$ 75.00
34	Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	EA	\$ 175.00
35	Washed 150 lb PGE Gradation (IDOT)	EA	\$ 500.00
36	Soil Resistivity (ASTM D 1125)	EA	\$ 200.00
37	Redox Potential (ASTM D 1498)	EA	\$ 245.50
38	Sulfides	EA	\$ 250.00
39	Sulfate (ASTM D 516)	EA	\$ 250.00
40	Chlorides (ASTM D 512)	EA	\$ 250.00
41	Washed Coarse Aggregate Gradation (over 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 200.00
42	Washed Coarse Aggregate Gradation (under 1" dia.) (T11 & 27/C117 & 136)	EA	\$ 95.00
43	Washed Fine Aggregate Gradation (T11 & 27/C117 & 136)	EA	\$ 60.00
44	Organic Impurities in Fine Aggregate (T21/C40)	EA	\$ 40.00
45	Unit Weight of Course Aggregate (T19/C29)	EA	\$ 60.00
46	Specific Gravity Course Aggregate (T85/C127)	EA	\$ 90.00
47	Specific Gravity Fine Aggregate (T84/C128)	EA	\$ 120.00

EXHIBIT "1"

PAGE 115 OF 195

## ALLOWABLE DIRECT COSTS

10.01.2013

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Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
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Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost



## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

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Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\* - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-14-4639

Consultant: O'Brien & Associates, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Josephine O'Brien

Project Manager: James Wandell

Project Engineer: \_\_\_\_\_

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Others: Name: Dixon O'Brien

Classification: Principal Geotechnical Engineer

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

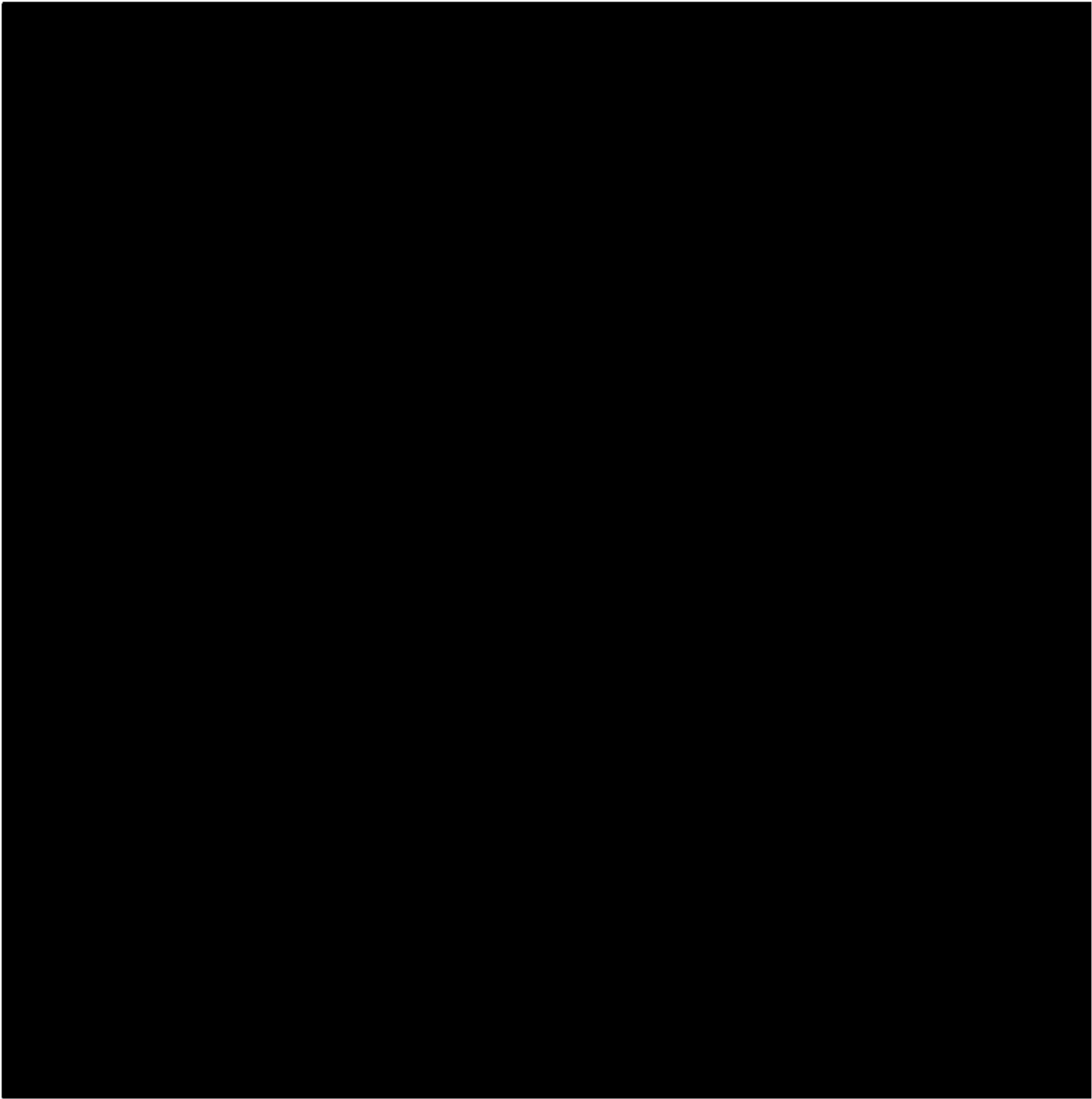
Classification: \_\_\_\_\_



O'BRIEN & ASSOCIATES, INC.



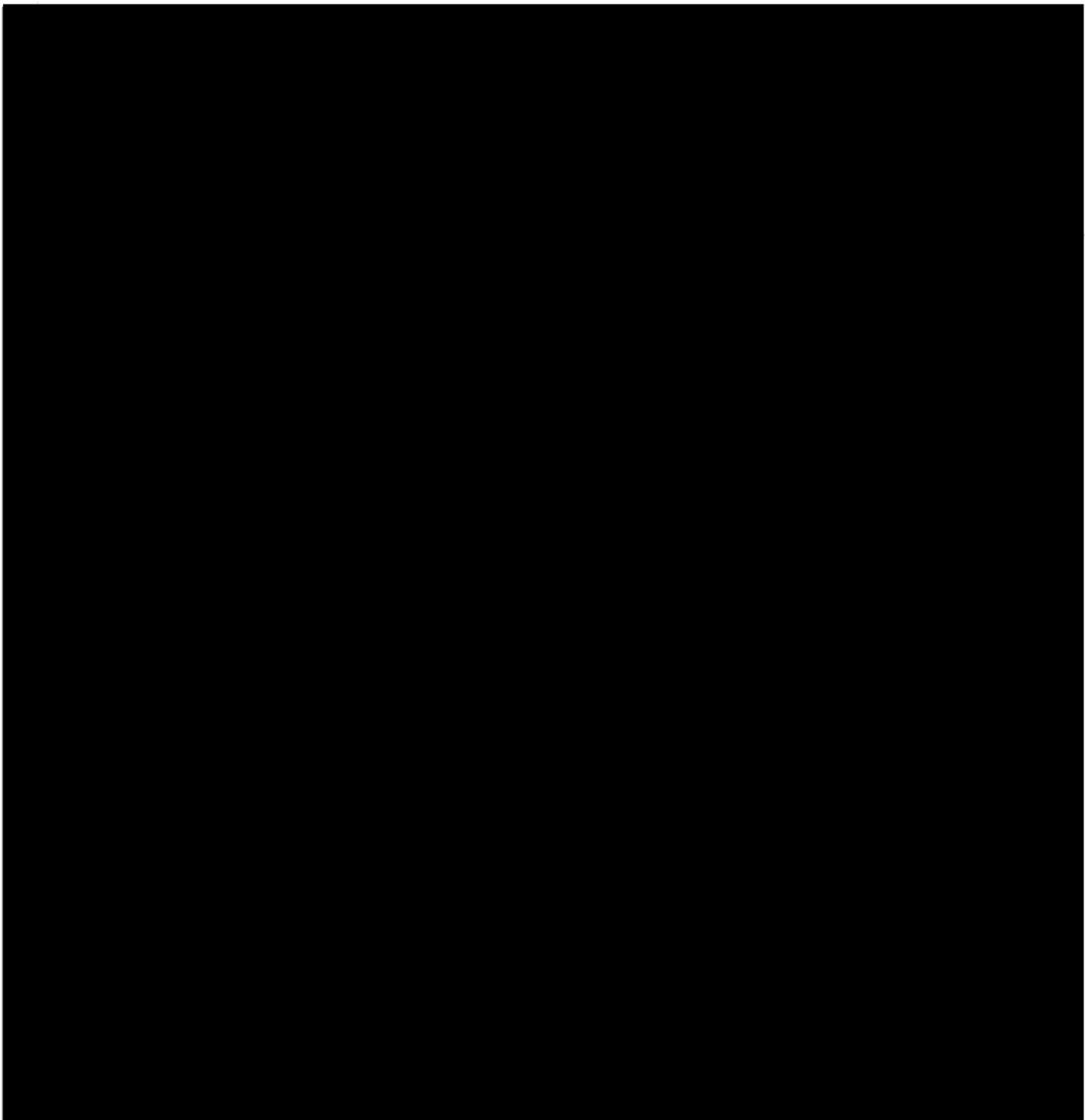
JOSEPHINE O'BRIEN





O'BRIEN & ASSOCIATES, INC.

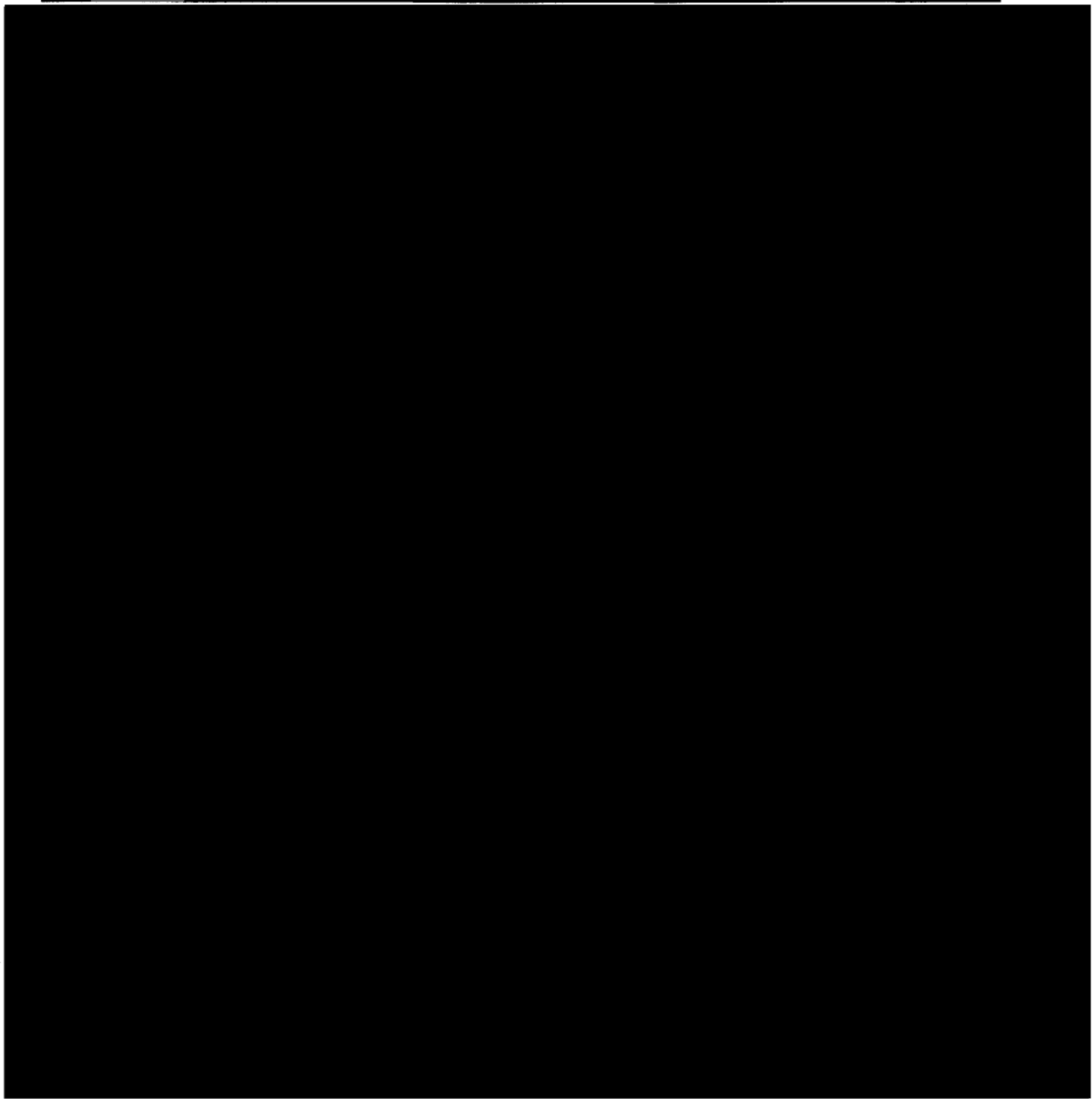
JAMES WANDELL





O'BRIEN & ASSOCIATES, INC.

**DIXON O'BRIEN, P.E.**  
PRINCIPAL GEOTECHNICAL ENGINEER



1235 East Davis ♦ Arlington Heights, Illinois ♦ Phone (847) 398-1441 ♦ Fax (847) 398-2376  
email: dixonobrien@obainc.net

**EXHIBIT "1"**

**PAGE 122 OF 195**

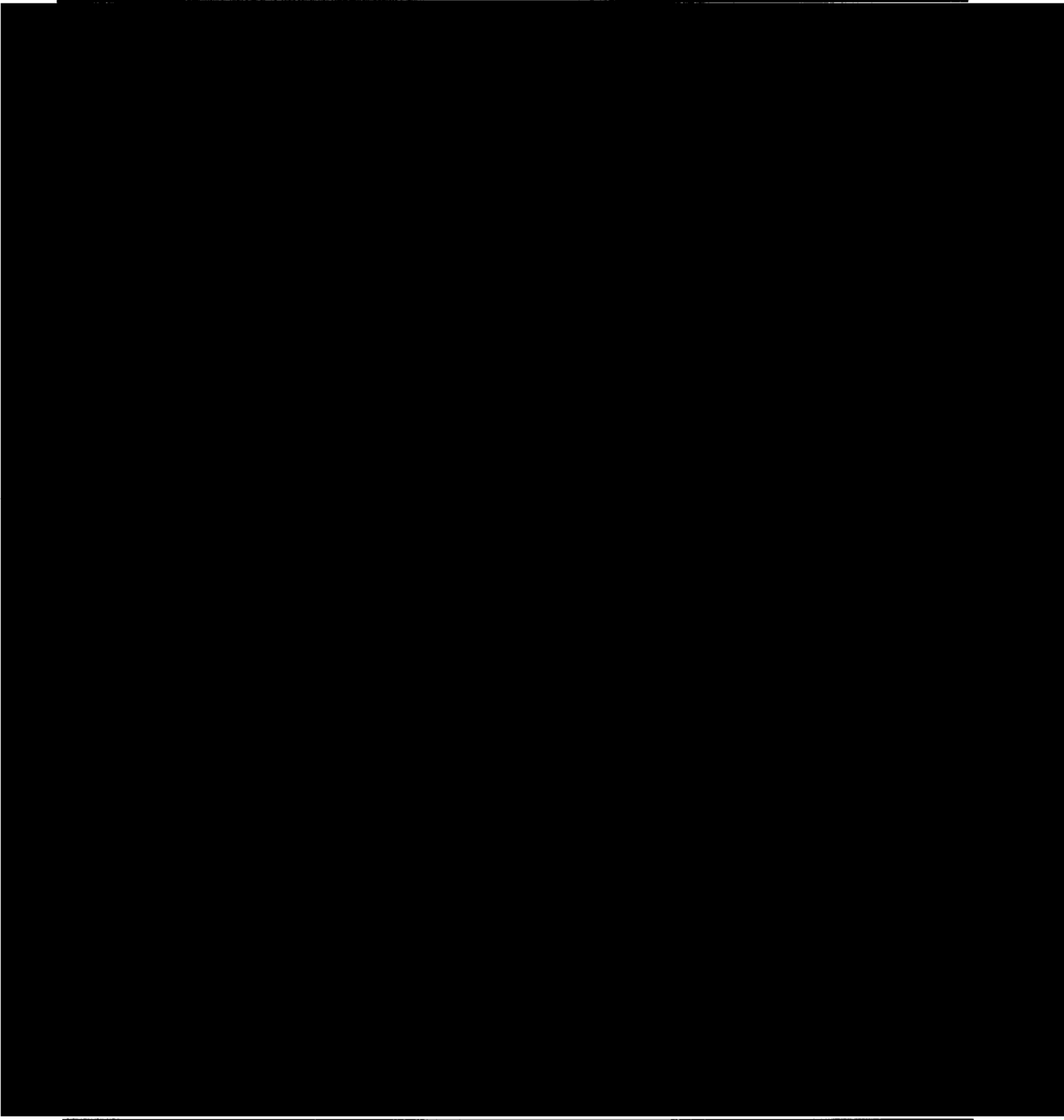


Exhibit F

Contract I-14-4639

O'Brien & Associates, Inc.

**Scope of Services**

O'Brien & Associates, Inc. will provide geotechnical engineering services on an upon request basis. Work will include geotechnical engineering, report preparation, field engineering and associated services for project associated with Move Illinois. Among the corridors that may require our services are the Jane Addams Memorial Tollway, and Elgin O'Hare Western Bypass.



**EXHIBIT G**

**CONTRACT I-14-4639**

**O'Brien & Associates, Inc.**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
Wells/Wentworth Connector, Chicago	(23 soil borings & engineering) Construction of Pavement, Retaining Wall, Utilities	\$94,015	\$94,015	3/ 2015
Northeast Cargo Development, Phase II, O'Hare	(44 soil borings and engineering) 233,000 sf Cargo bldg, 325,000 Apron pavement, 195,000 of Pavement	\$37,500	\$37,500	3/ 2015
2016 CDWM Sewer Design Projects TOR 16-10	(Multiple soil borings & engineering) 12 street locations, Chicago Geotechnical investigation, Coring investigations, Historical regulatory analysis, Phase II environmental	\$67,675	\$67,675	2/ 2015

**EXHIBIT "I"**

**PAGE 125 OF 195**

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

1

Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

6

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

2

Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

7

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

3

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

8

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

4

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

9

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

5

Direct Labor	\$ _____	-
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

10

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):

**EXHIBIT "H"**

**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Direct Labor</td> <td style="border-bottom: 1px solid black; width: 20%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td><b>Total this Subconsultant (ULC)</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>\$</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>-</b></td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>
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Direct Costs	\$	-														
Services by Others	\$	-														
Additional Services **	\$	-														
<b>Total this Subconsultant (ULC)</b>	<b>\$</b>	<b>-</b>														

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Strata Earth Services, LLC

Contract Number: I-14-4639

Proposal Date: 10/31/2014

**Exhibit Pointers** Editable cells in each exhibit are underlined in red  
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes  
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: I-14-4639

Consultant: Strata Earth Services, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2015												Grand Total Exhibit A Hours	55
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL HOURS	
Drilling Services		2	2	1	2	1	2	1	2	1	2	1	17	
<b>TOTALS</b>		2	2	1	2	1	2	1	2	1	2	1	17	

EXHIBIT "A"  
 PAGE 1 OF 195





Contract Number: I-14-4639

Consultant: Strata Earth Services, LLC

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

TASK	MONTHS of YEAR 2018												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Drilling Services	2													2
<b>TOTALS</b>	2													2

PAGE 132 OF 195  
 EXHIBIT "A"



Contract No.: I-14-4639

Consultant: Strata Earth Services, LLC

**EXHIBIT B: FEE CALCULATIONS**

**A. DIRECT LABOR (without overtime)**

<u>55.00</u> (Total Work Hours from Exhibit C-2)	X	<u>\$ 43.39</u> (Average Hourly Rate from Exhibit C-2)	=	TOTAL DIRECT SALARY \$ <u>2,386.45</u>
--------------------------------------------------------	---	-----------------------------------------------------------------	---	----------------------------------------

Multiplier to be used on this project:	<u>2.80</u>
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)	

<b>DIRECT REGULAR SALARY TIMES MULTIPLIER</b>	<b>\$ <u>6,682.06</u></b>
-----------------------------------------------	---------------------------

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT**

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS	<u>\$143,317.94</u>
--------------------	---------------------

**C. SERVICES BY OTHERS**

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H)	\$ <u>-</u>
----------------------------------------------------------------	-------------

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont))	\$ <u>-</u>
---------------------------------------------------------------------------	-------------

TOTAL SERVICES BY OTHERS	\$ <u>-</u>
--------------------------	-------------

**D. ADDITIONAL SERVICES (Prime Consultant)**

(Requires prior authorization before use)

**ADDITIONAL SERVICES (Subconsultants)**

(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES	\$ <u>-</u>
(Requires prior authorization before use)	

**E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)**

<b>\$ <u>150,000.00</u></b>
-----------------------------

Contract No.: I-14-4639

Consultant: Strata Earth Services, LLC

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 36 No. OF MONTHS

SCHEDULED START DATE: 2/1/2015

RAISE DATE: 7/1/2015

PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

2/1/2015 - 6/30/2015	7/1/2015 - 6/30/2016	7/1/2016 - 6/30/2017	7/1/2017 - 1/31/2018	
Date Date	Date Date	Date Date	Date Date	Date Date
5.0	12.0	12.0	7.0	
36.0	36.0	36.0	36.0	36.0
13.89%	34.33%	35.36%	21.25%	
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

Date Date	Date Date	Date Date	Date Date	Date Date
36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 104.83%

PAGE 134 OF 195 EXHIBIT "7"

Contract No.: I-14-4639

Consultant: Strata Earth Services, LLC

Date: 10/31/2014

Escalation Factor: 104.83%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 55.00

Average  
Hourly Rate: \$43.39

Total Direct  
Labor \$2,386.45

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$61.92	\$64.91	19.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00	\$41.11	\$43.10	18.00		
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00	\$20.00	\$20.97	18.00		

EXHIBIT C-2

PAGE 135 OF 195





## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## **ALLOWABLE DIRECT COSTS**

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.



Contract No.: I-14-4639  
 Date: 31-Oct-14

Sub Consultant: Strata Earth Services, LLC

Description (1)	Unit (2)	Unit Cost (4)
<b>ITEMIZED DIRECT COSTS</b>		
<b>ALLOWABLE DIRECT COSTS</b>		
Postage and Delivery	LS	\$ 67.94
Vehicle	DAY	\$ 65.00
<b>Drilling Services</b>		
2 Man Crew/Hour- Day (Regular Time) - Truck Mounted Drill Rig	HOUR	\$ 350.00
2 Man Crew/Hour- Day (Regular Time) - ATV Mounted Drill Rig	HOUR	\$ 375.00
2 Man Crew/Hour- Night (Regular Time) - Truck Mounted Drill Rig	HOUR	\$ 375.00
2 Man Crew/Hour- Night (Regular Time) - ATV Mounted Drill Rig	HOUR	\$ 375.00
2 Man Crew/Hour- (Saturday/Overtime) - Truck/ATV Mounted Drill Rig	HOUR	\$ 400.00
2 Man Crew/Hour- (Sunday/Double Time) - Truck/ATV Mounted Drill Rig	HOUR	\$ 435.00
2 Man Crew/Hour- (Holiday/Triple Time) - Truck/ATV Mounted Drill Rig	HOUR	\$ 475.00
Mobilization - Truck Mounted Rig	EACH	\$ 750.00
Mobilization - ATV Mounted Rig	EACH	\$ 1,250.00
Travel - Daily Mobilization	EACH	\$ 200.00
ATV Rental/Day	EACH	\$ 150.00
Generator / Day	EACH	\$ 50.00
Lights / Day	EACH	\$ 50.00
Bulk Samples / Per Sample (Surface 2 feet)	EACH	\$ 75.00
2" PVC piezometer material / Per Foot	EACH	\$ 13.50
4" Flush or Standup well protectors / Each	EACH	\$ 135.00
Borehole grouting 4" diameter / per foot	EACH	\$ 5.50
Hole plug/Bag	EACH	\$ 20.00
Asphalt Patch/Bag	EACH	\$ 20.00
Concrete Patch/Bag	EACH	\$ 20.00
Traffic Control - Shoulder Closure - Day	EACH	\$ 880.00
Traffic Control - Shoulder Closure - Night	EACH	\$ 990.00
Traffic Control - 1-Lane Closure - Day	EACH	\$ 1,870.00
Traffic Control - 1-Lane Closure - Night	EACH	\$ 2,310.00
Traffic Control - Entrance/Exit Closure - Day	EACH	\$ 825.00
Traffic Control - Entrance/Exit Closure - Night	EACH	\$ 935.00

TOTAL	\$ 143,317.94
-------	---------------

Contract No.: I-14-4639

Consultant: Strata Earth Services, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** Sara E Knight

**Project Manager:** \_\_\_\_\_

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**Sara E Knight, P.E.**  
sara.knight@strataearth.com

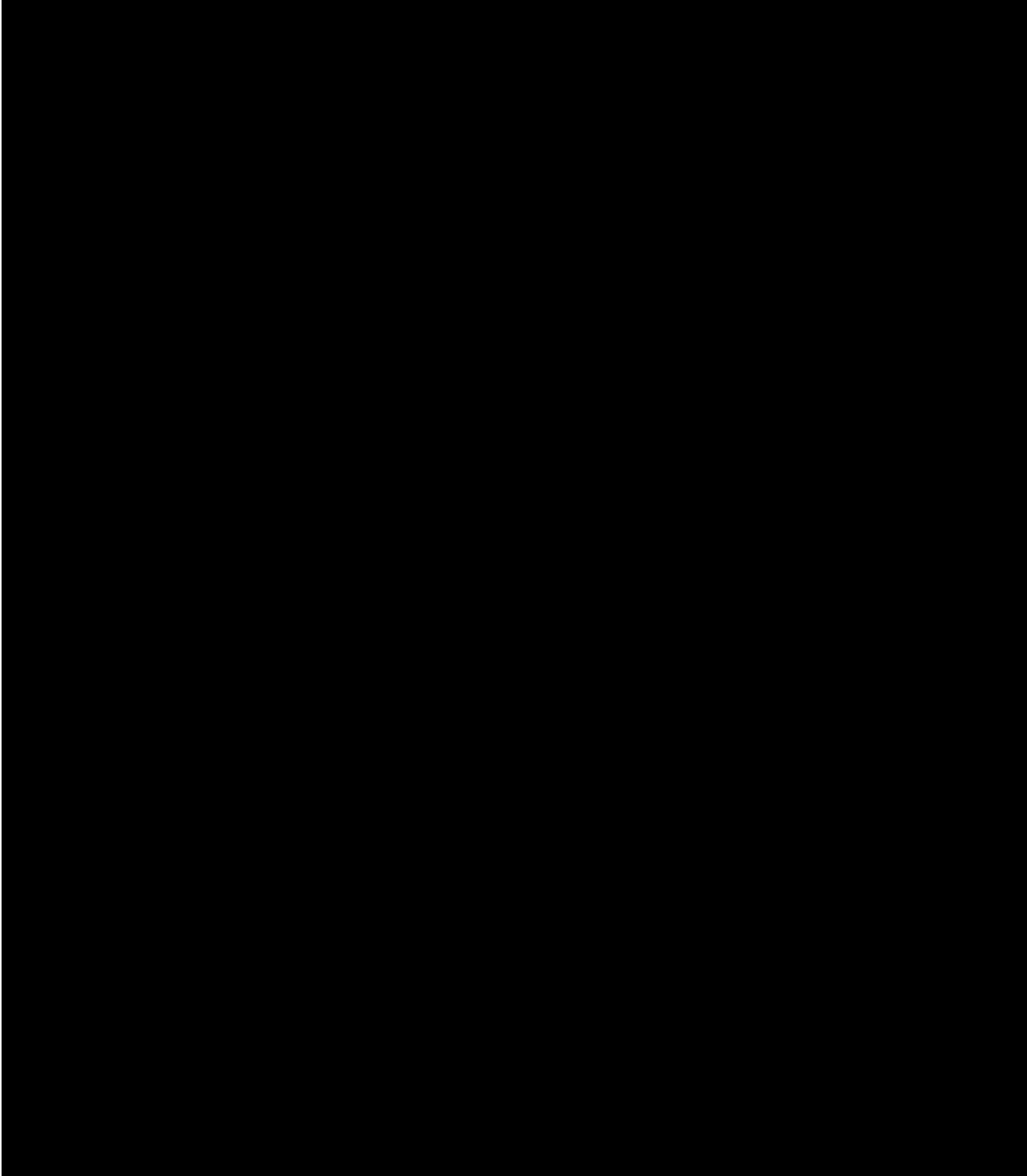


EXHIBIT "1"  
PAGE 144 OF 195

**EXHIBIT F**

**Contract No.:**

**I-14-4639**

**Strata Earth Services, LLC**

**SCOPE OF SERVICES**

STRATA EARTH SERVICES, LLC will provide geotechnical engineering services as directed by the DSE, in conformance with ISTHA standards.

## EXHIBIT G

Contract No.: I-14-4639

Consultant: Strata Earth Services, LLC

### CURRENT OBLIGATIONS FOR PROJECTS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental)	Fee Remaining To Be Earned	Estimated Date of Completion

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

1	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____

6	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

2	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____

7	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

3	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

8	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

4	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

9	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

5	_____	
	Direct Labor	\$ _____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

10	_____	
	Direct Labor	_____
	Direct Costs	\$ _____
	Services by Others	\$ _____
	Additional Services **	\$ _____
	Total this Subconsultant (ULC)	\$ _____

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 11.7%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_

**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

1	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____ -

6	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

2	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____ -

7	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

3	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

8	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

4	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

9	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

5	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

10	_____	
	Direct Labor	\$ _____ -
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -



# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Behnke Materials Engineering, LLC

Contract Number: I-14-4639

Proposal Date: 10/31/2014

**Exhibit Pointers**     Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

**EXHIBIT "1"**

**PAGE 149 OF 195**



Contract Number: I-14-4639

Consultant: Behnke Materials Engineering, LLC

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Project Manager						2							2
Senior Technical Specialist													
Technical Specialist			5						5				10
<b>TOTALS</b>			5			2			5				12

FILE 151 OFFICE  
 EXHIBIT "1"







Contract No.: I-14-4639

Consultant: Behnke Materials Engineering, LLC

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 36 No. OF MONTHS  
 SCHEDULED START DATE: 2/1/2015  
 RAISE DATE: 1/1/2015  
 PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

2/1/2015 - Date Date 0.0 36.0	2/1/2015 - 12/31/2015 Date Date 11.0 36.0	1/1/2016 - 12/31/2016 Date Date 12.0 36.0	1/1/2017 - 1/31/2017 Date Date 12.0 36.0	1/1/2018 - 1/31/2018 Date Date 1.0 36.0
Factor First Period	Escalation Factor Second Period 31.47%	Escalation Factor Third Period 35.36%	Escalation Factor Fourth Period 36.42%	Escalation Factor Fifth Period 3.13%

**ESCALATION PER YEAR Year 6 through 10**

- Date Date 0.0 36.0	- Date Date 36.0	- Date Date 36.0	- Date Date 36.0	- Date Date 36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.39%

MOE 155 OF 195  
EXHIBIT "7"

Contract No.: I-14-4639

Consultant: Behnke Materials Engineering, LLC

Date: 10/31/2014

Escalation Factor: 106.39%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

**DIRECT COST OVERTIME PREMIUM**

Total Estimated Work Hours: 17.00  
 Average Hourly Rate: \$34.96  
 Total Direct Labor: \$594.32

Total Estimated O/T Hours: 2.00  
 Average Premium O/T Hourly Rate: \$12.94  
 Total Overtime Premium: \$25.88

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00					
No	Project Manager	\$40.00	\$70.00	\$56.25	\$59.84	6.00		
No	Senior Engineer/Planner	\$40.00	\$70.00					
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00					
No	Staff Engineer/Planner	\$20.00	\$40.00					
No	Engineer /Accountant	\$20.00	\$60.00					
Yes	Senior Technical Specialist	\$25.00	\$60.00	\$29.50	\$31.38	1.00	15.69	1.00
Yes	Technical Specialist	\$15.00	\$50.00	\$19.17	\$20.39	10.00	10.20	1.00
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

Please: 156 OF 195

EXHIBIT C-2







Behnke Materials Engineering, LLC  
 I-14-4639  
 Behnke Materials Engineering, LLC  
 I-14-4639

**DIRECT COST BREAK DOWN**

DIRECT COST CATEGORY	Unit	Per Unit Cost	Estimated Amount
COMPLETE HMA MIX DESIGN	EACH	\$ 6,600.00	
COMPLETE SMA MIX DESIGN	EACH	\$ 8,100.00	
HMA DESIGN MIX VERIFICATION (ONE-POINT)	EACH	\$ 2,200.00	
TENSILE STRENGTH RATION (TSR) SUPERPAVE MIX DESIGN-AASHTO 283	EACH	\$ 975.00	
HMA BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	EACH	\$ 533.50	
EXTRACTION (MUFFLE OVEN) WITH WASHED GRAD. (ASTM D 6307)	EACH	\$ 275.00	
EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	EACH	\$ 300.00	
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD.	EACH	\$ 385.00	
PAVEMENT ANALYSIS - SINGLE CORE(4")	EACH	\$ 66.00	
HMA MAXIMUM SPECIFIC GRAVITY(Gmm)-two tests	EACH	\$ 203.50	
STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726)	EACH	\$ 440.00	
CORE ANALYSIS, 6"-EACH CORE (DENSITY & REFLUX)	EACH	\$ 550.00	
DRY GRADATION (ASTM C 136)	EACH	\$ 110.00	
WASHED GRADATION (ASTM C 136)	EACH	\$ 137.50	
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	EACH	\$ 275.00	
PGE TESTING (Washed Gradation)	EACH	\$ 385.00	
LOS ANGELES ABRASION (ASTM C 131)	EACH	\$ 412.50	
FIVE CYCLE SOUNDNESS	EACH	\$ 550.00	
UNCOMPACTED VOID CONTENT (fine aggregate angularity)(ASTM C 1252)	EACH	\$ 165.00	
FLAT AND ELONGATED PARTICLES (ASTM D4791)	EACH	\$ 220.00	
SAND EQUIVALENT (ASTM D 2419)	EACH	\$ 220.00	
FRACTURED PARTICLES (coarse aggregate angularity)(ASTM D 5821)	EACH	\$ 247.50	
DELETERIOUS COUNT	EACH	\$ 214.50	
RAP COUNT	EACH	\$ 214.50	
COMPRESSIVE STRENGTH OF CYLINDERS	EACH	\$ 25.00	
NUCLEAR GAUGE DAILY CHARGE	EACH	\$ 50.00	
IL. MODIFIED SINGLE POINT LOADING	EACH	\$ 65.00	
SULFUR CAPPING	EACH	\$ 49.50	
PETROGRAPHIC EXAMINATION OF CONCRETE (ASTM C 856)	EACH	\$ 1,800.00	
HARDEN AIR CONTENT (ASTM 457)	EACH	\$ 550.00	
STANDARD PROCTOR (AASHTO T99, ASTM D698)	EACH	\$ 302.50	
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	EACH	\$ 385.00	
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	EACH	\$ 159.50	
HYDROMETER TEST (AASHTO T227, ASTM D1298)	EACH	\$ 176.00	
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	EACH	\$ 220.00	
PH OF SOILS (AASHTO T-289)	EACH	\$ 171.60	
RAP Certification(Steel Slag,Deleterious, Gradation)	EACH	\$ 385.00	
AASHTO D7313 standard for the DCT - On prepared specimens	EACH	\$ 400.00	
AASHTO D7313 standard for the DCT -For HMA plant samples	EACH	\$ 750.00	
AASHTO D7313 standard for the DCT -On HMA Core Samples	EACH	\$ 950.00	
Hamburg Wheel wih Mix Design AASHTO T324-Illinois Modifiedon Loose HMA by SGC(20,000 cycles at50C)	EACH	\$ 1,250.00	
Hamburg Wheel wih Mix Design AASHTO T324-Illinois Modifiedon Loose HMA by SGC(10,000 cycles at50C)	EACH	\$ 1,250.00	
Hamburg Wheel on prepared sample AASHTO T324-Illinois Modified	EACH	\$ 750.00	
Hamburg Wheel on pavement core sample AASHTO T324-Illinois Modified	EACH	\$ 1,475.00	
ASTM D6928 and 7428 Resistance of Coarse/Fine Aggregate to Degradation by abrasion in Micro-Deval apparatus	EACH	\$ 380.00	
Petrographic Examination of Concrete (ASTM C 856)	EACH	\$ 1,800.00	
Hardend Air Content (ASTM 457)	EACH	\$ 550.00	
Total			

EXHIBIT "1"  
 PAGE 159 OF 195

Contract No.: I-14-4639

Consultant: Behnke Materials Engineering, LLC

**EXHIBIT E - KEY PROJECT PERSONNEL**

**Project Principal:** \_\_\_\_\_

**Project Manager:** Signe M. Reichelt

**Project Engineer:** \_\_\_\_\_

**Resident Engineer:** \_\_\_\_\_

**Documentation Engineer:** \_\_\_\_\_

**Project Civil Engineer:** \_\_\_\_\_

**Project Structural Engineer:** \_\_\_\_\_

**Project Drainage Engineer:** \_\_\_\_\_

**Senior Engineer:** \_\_\_\_\_

**Others:** Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

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

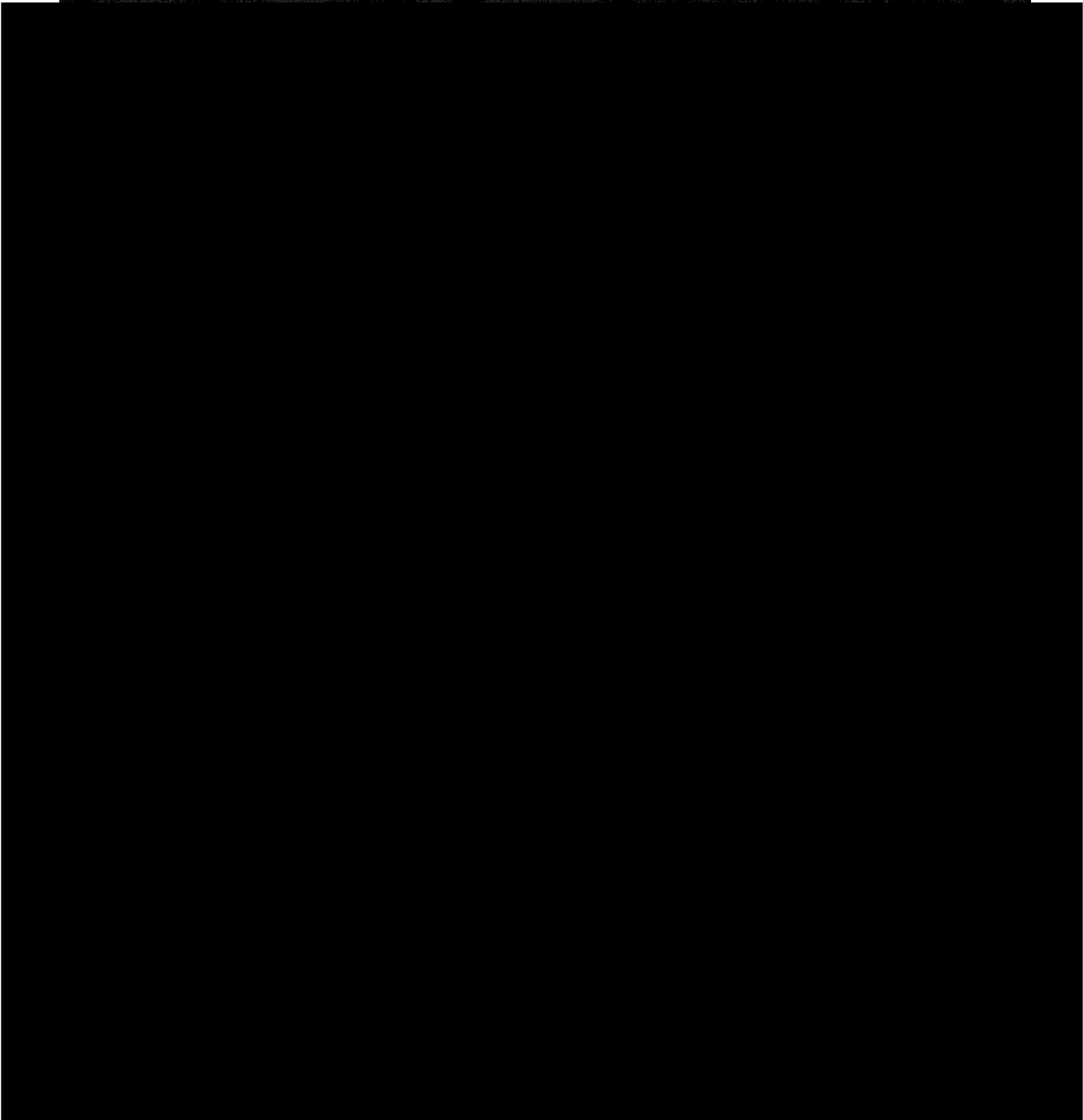
Classification: \_\_\_\_\_

**SIGNE M. REICHEL, P.E.**

BEHNKE MATERIALS ENGINEERING, LLC

██████████  
██████████  
██████████

SMREICHEL@BEHNKEMATERIALSENGINEERING.COM



4/21/01 OF/AS

**EXHIBIT F**  
**Behnke Materials Engineering, LLC**  
**I-14-4639**

**Scope of Services**

As part of this contract, Behnke Materials Engineering, LLC (BME) will provide Materials Engineering services and laboratory services for testing of materials to determine suitability to use in roadway project. BME will also provide engineering analysis if required. Materials Engineering will include, but not limited to, data review, specification compliance, forensic evaluations, performance compliance and reports. Work orders under the blanket agreement will be negotiated and authorized by the Tollway on an as-needed basis.

Quality Assurance oversight and Contractor's Quality Control by the same Consultant, or one of their Sub-consultants, on the same project or on material coming from the same plant are prohibited.

**EXHIBIT G**

**CONTRACT I\_\_ -14 \_\_ - 4639\_\_**

**Behnke Materials Engineering, LLC**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
RR-13-4155	Materials Testing Various	100,000	97,000	4/1/2017

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs																
Services by Others																
Additional Services **																
Total this Subconsultant (ULC)	\$	-														

6	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%; text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor		\$ -	Direct Costs		\$ -	Services by Others		\$ -	Additional Services **		\$ -	Total this Subconsultant (ULC)	\$	-
Direct Labor		\$ -														
Direct Costs		\$ -														
Services by Others		\$ -														
Additional Services **		\$ -														
Total this Subconsultant (ULC)	\$	-														

2	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs			Services by Others			Additional Services **			Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs																
Services by Others																
Additional Services **																
Total this Subconsultant (ULC)	\$	-														

7	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%; text-align: right;">\$ -</td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor		\$ -	Direct Costs		\$ -	Services by Others		\$ -	Additional Services **		\$ -	Total this Subconsultant (ULC)	\$	-
Direct Labor		\$ -														
Direct Costs		\$ -														
Services by Others		\$ -														
Additional Services **		\$ -														
Total this Subconsultant (ULC)	\$	-														

3	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black; text-align: right;">\$ -</td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor	\$ -		Direct Costs	\$ -		Services by Others	\$ -		Additional Services **	\$ -		Total this Subconsultant (ULC)	\$	-
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Total this Subconsultant (ULC)	\$	-														

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Direct Costs	\$ -															
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Direct Costs	\$ -															
Services by Others	\$ -															
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Total this Subconsultant (ULC)	\$	-														

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Direct Labor	\$ -															
Direct Costs	\$ -															
Services by Others	\$ -															
Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$	-														

10	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Direct Labor</td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black; text-align: right;">\$ -</td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black; text-align: right;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;">-</td> </tr> </table>	Direct Labor			Direct Costs	\$ -		Services by Others	\$ -		Additional Services **	\$ -		Total this Subconsultant (ULC)	\$	-
Direct Labor																
Direct Costs	\$ -															
Services by Others	\$ -															
Additional Services **	\$ -															
Total this Subconsultant (ULC)	\$	-														

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):

**EXHIBIT H**

WAGE 104 OF 195



**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<hr/>	
1	
Direct Labor	_____
Direct Costs	_____
Services by Others	_____
Additional Services **	_____
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
6	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
2	
Direct Labor	_____
Direct Costs	_____
Services by Others	_____
Additional Services **	_____
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
7	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
3	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
8	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
4	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
9	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
5	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<hr/>	
10	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

# Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Shannon & Wilson, Inc.

Contract Number: I-14-4639

Proposal Date: 10/31/2014

**Exhibit Pointers** Editable cells in each exhibit are underlined in red  
Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes  
A full set of instructions to complete the exhibits is available on the Tollway's website

Contract Number: I-14-4639

Consultant: Shannon & Wilson, Inc.

**EXHIBIT A: ESTIMATED TASK WORK HOURS**

**Grand Total Exhibit A Hours** 610

TASK	MONTHS of YEAR 2015												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Geotechnical Engineering		16	17	17	17	17	17	17	17	17	17	17	186
<b>TOTALS</b>		16	17	17	17	17	17	17	17	17	17	17	186

PAGE 167 OF 185

EXHIBIT "A"



Contract Number: I-14-4639

Consultant: Shannon & Wilson, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Geotechnical Engineering	17	17	17	17	17	17	17	17	17	17	17	17	17	204
TOTALS	17	17	17	17	17	17	17	17	17	17	17	17	17	204

PAGE 169 OF 195

EXHIBIT "A"





Contract No.: I-14-4639

Consultant: Shannon & Wilson, Inc.

Date: 10/31/2014

**EXHIBIT C-1: PAYROLL CLASSIFICATION ESCALATION TABLE**

CONTRACT TERM: 36 No. OF MONTHS

SCHEDULED START DATE: 2/1/2015

RAISE DATE: 1/1/2015

PERCENT OF RAISE: 3%

**ESCALATION PER YEAR Year 1 through 5**

2/1/2015 - Date Date	2/1/2015 - 12/31/2015 Date Date	1/1/2016 - 12/31/2016 Date Date	1/1/2017 - 12/31/2017 Date Date	1/1/2018 - 1/31/2018 Date Date
0.0	11.0	12.0	12.0	1.0
36.0	36.0	36.0	36.0	36.0
Factor First Period	31.47% Escalation Factor Second Period	35.36% Escalation Factor Third Period	36.42% Escalation Factor Fourth Period	3.13% Escalation Factor Fifth Period

**ESCALATION PER YEAR Year 6 through 10**

- Date Date	- Date Date	- Date Date	- Date Date	- Date Date
36.0	36.0	36.0	36.0	36.0
Escalation Factor Sixth Period	Escalation Factor Seventh Period	Escalation Factor Eighth Period	Escalation Factor Ninth Period	Escalation Factor Tenth Period

The escalation factor for this project is: 106.39%

PAGE 172 OF 195

EXHIBIT "1"



Contract No.: I-14-4639

Consultant: Shannon & Wilson, Inc.

Date: 10/31/2014

Escalation Factor: 106.39%

(From Exhibit C-1)

**EXHIBIT C-2: DIRECT LABOR CLASSIFICATION MAN-HOURS AND RATES**

**DIRECT COST  
OVERTIME PREMIUM**

Total  
Estimated  
Work Hours: 610.00

Average  
Hourly Rate: \$52.32

Total Direct  
Labor \$31,915.20

Total  
Estimated O/T  
Hours: \_\_\_\_\_

Average  
Premium O/T  
Hourly Rate: \_\_\_\_\_

Total Overtime  
Premium: \_\_\_\_\_

Classification Eligible for Premium Overtime?	Tollway Classification	Tollway MINIMUM Hourly Rate for Classification	Tollway MAXIMUM Hourly Rate for Classification	Average Hourly Rate for Classification (See Note A to Right)	Escalated Average Hourly Rate for Classification (See Note B to Right)	Estimated Work Hours (Including Overtime)	Escalated Average Premium Overtime Hourly Rate (See Note C to Right)	Estimated Overtime Hours (Overtime Hours Only) (See Note D to Right)
No	Principal	\$50.00	\$70.00	\$60.00	\$63.83	190.00		
No	Project Manager	\$40.00	\$70.00					
No	Senior Engineer/Planner	\$40.00	\$70.00	\$55.00	\$58.51	170.00		
No	Resident Engineer	\$40.00	\$70.00					
No	Project Engineer/Planner	\$25.00	\$60.00	\$42.50	\$45.21	140.00		
No	Staff Engineer/Planner	\$20.00	\$40.00	\$30.00	\$31.92	110.00		
No	Engineer /Accountant	\$20.00	\$60.00					
No	Senior Technical Specialist	\$25.00	\$60.00					
No	Technical Specialist	\$15.00	\$50.00					
No	Architect	\$30.00	\$70.00					
No	Realty Specialists	\$20.00	\$70.00					
No	Intern	\$8.25	\$20.00					
No	Admin/Clerical	\$8.25	\$40.00					

PAGE 173 OF 198

EXHIBIT "C-2"





## ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

## ALLOWABLE DIRECT COSTS

- \*website for State Reimbursement Rates  
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- \*\*Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

## ALLOWABLE DIRECT COSTS

### Construction Inspection

#### Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

#### Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay\*\*- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

\*\*Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

#### NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: I-14-4639

Consultant: Shannon & Wilson, Inc.

**EXHIBIT E - KEY PROJECT PERSONNEL**

Project Principal: Abkemeier, Thomas J.; Kremer, William B.

Project Manager: Garbs, Scott B.

Project Engineer: Kinsella, Patrick M.; Zschau, James A.; Nichols, Patricia A.

Resident Engineer: \_\_\_\_\_

Documentation Engineer: \_\_\_\_\_

Project Civil Engineer: \_\_\_\_\_

Project Structural Engineer: \_\_\_\_\_

Project Drainage Engineer: \_\_\_\_\_

Senior Engineer: \_\_\_\_\_

Others: Name: McNiel, Aaron G.

Classification: Staff Engineer

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

Classification: \_\_\_\_\_

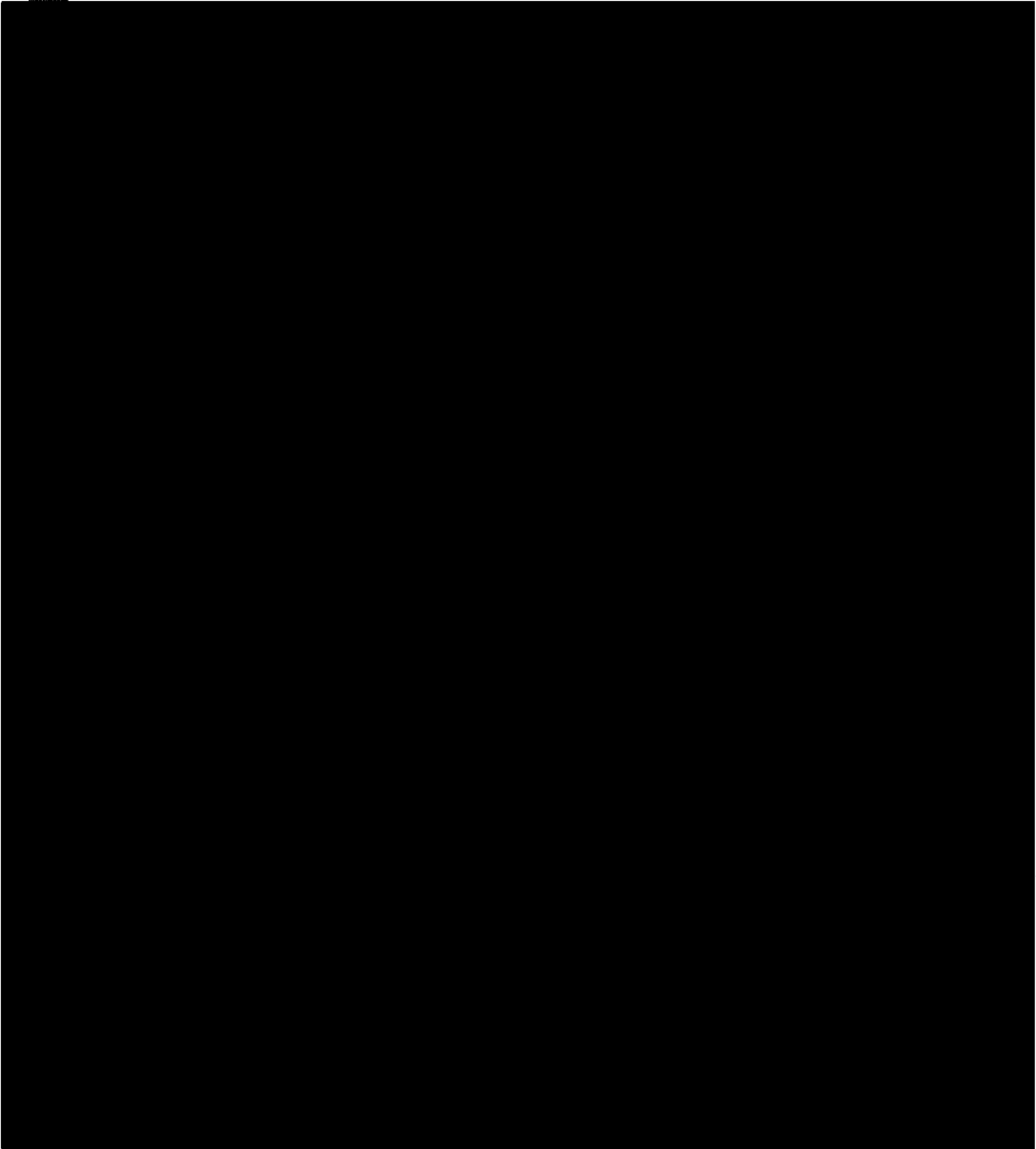
Name: \_\_\_\_\_

Classification: \_\_\_\_\_

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

Classification: \_\_\_\_\_

**Thomas J. Abkemeier, PE** | Vice President  
GEOTECHNICAL ENGINEER





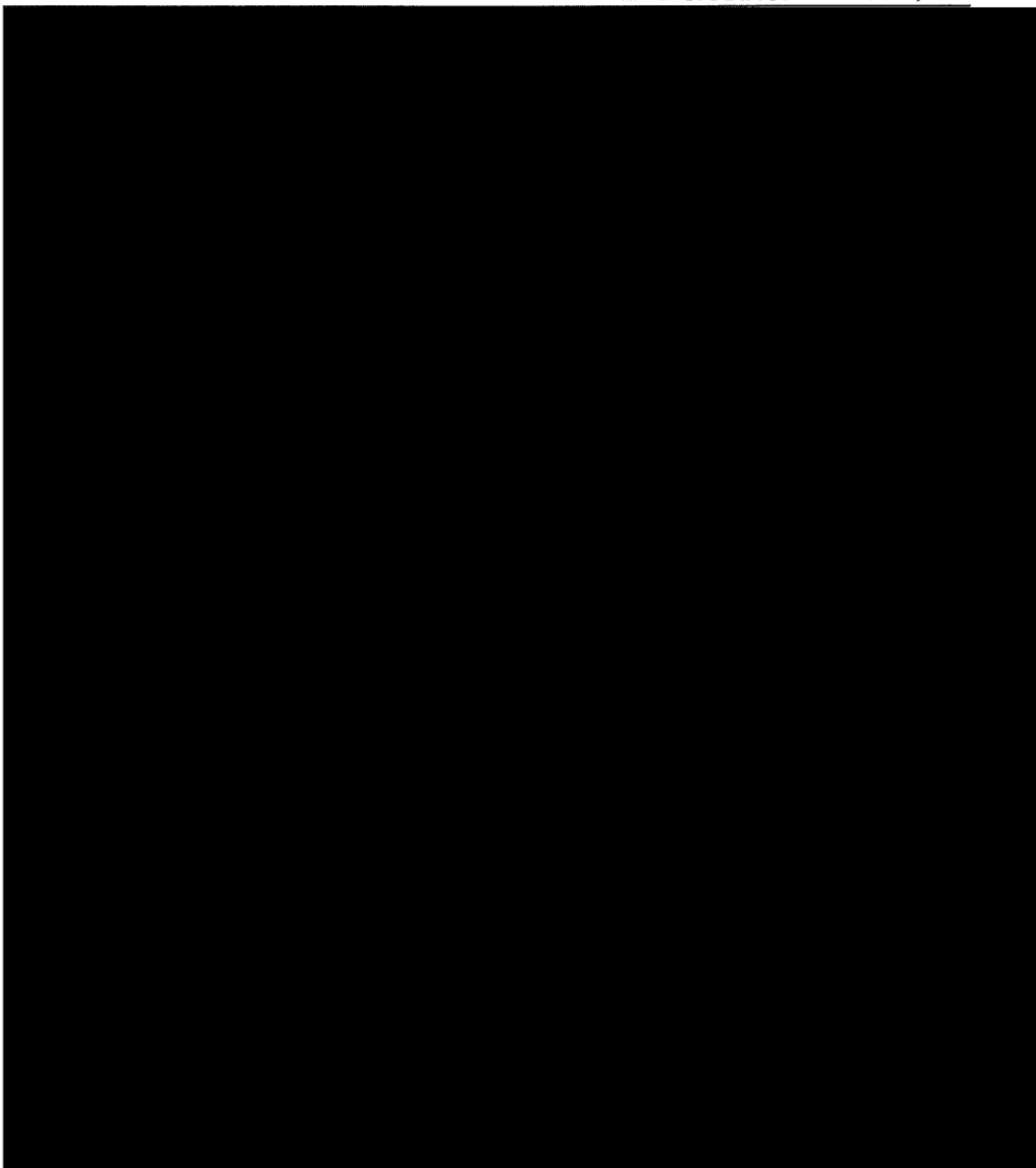
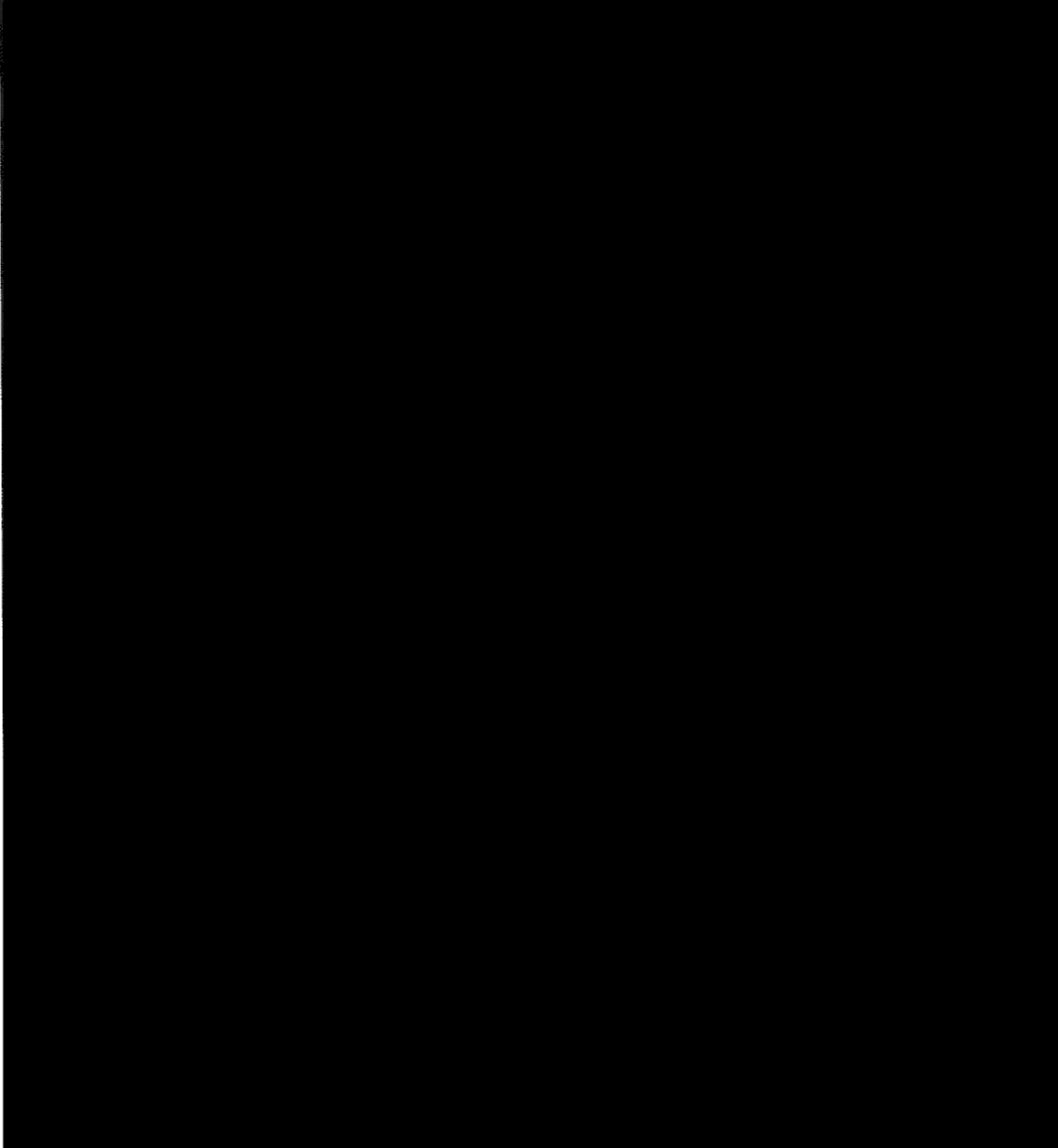


EXHIBIT "T"<sub>2</sub>

**William B. Kremer, PE** | Senior Associate  
GEOTECHNICAL ENGINEER



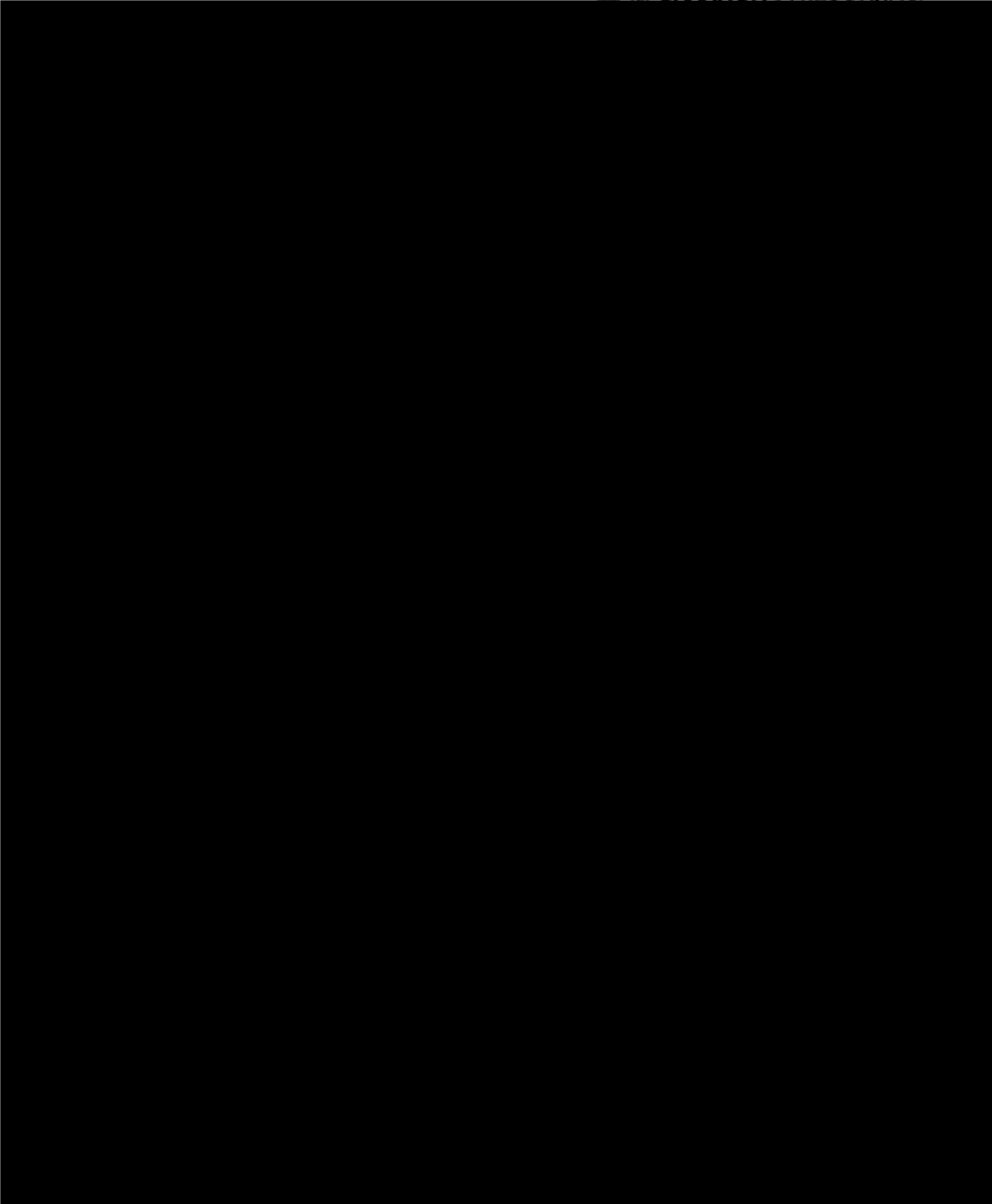
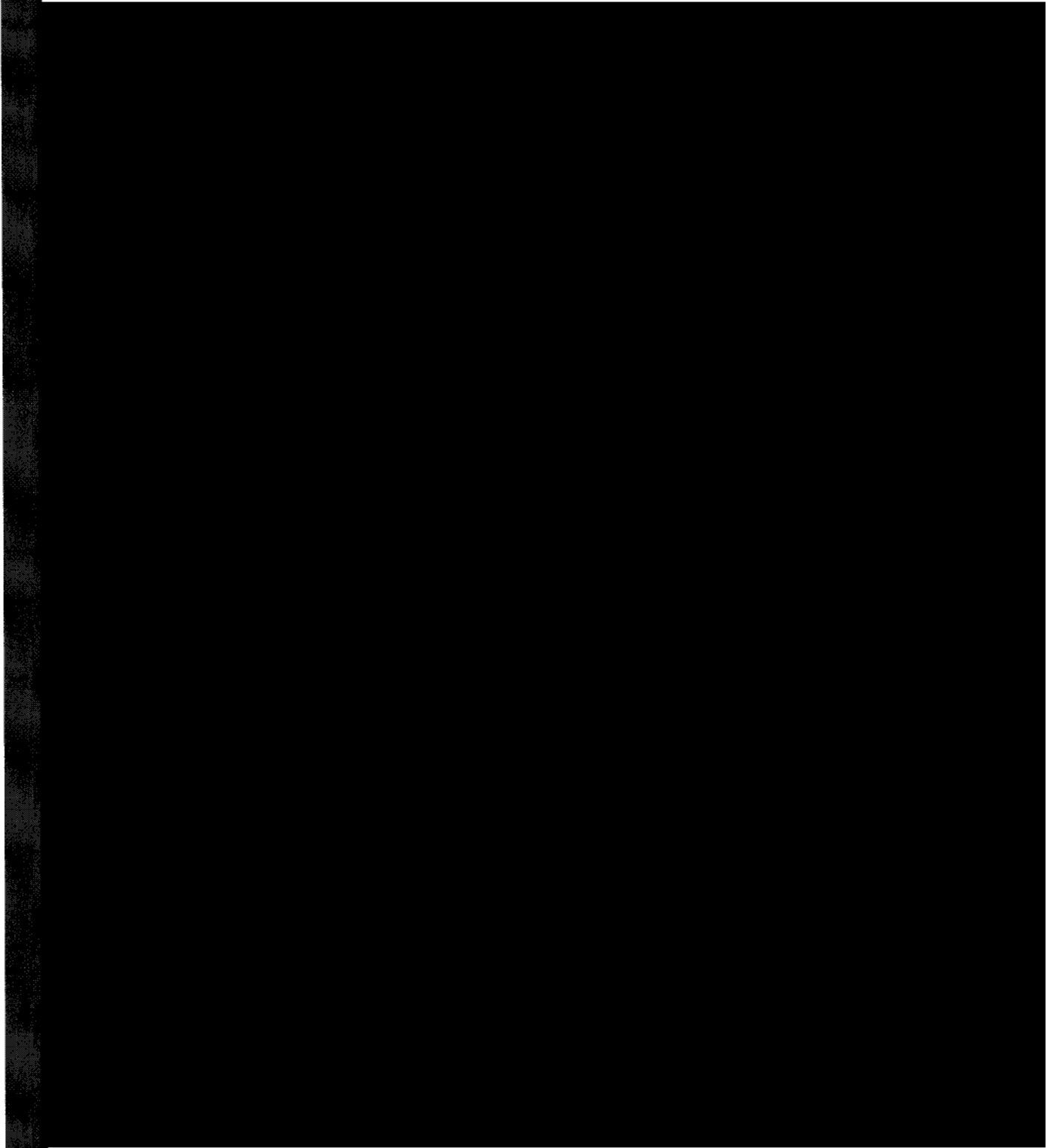


EXHIBIT "A" 4

**Scott B. Garbs, PG** | Senior Principal Geologist  
GEOLOGIST



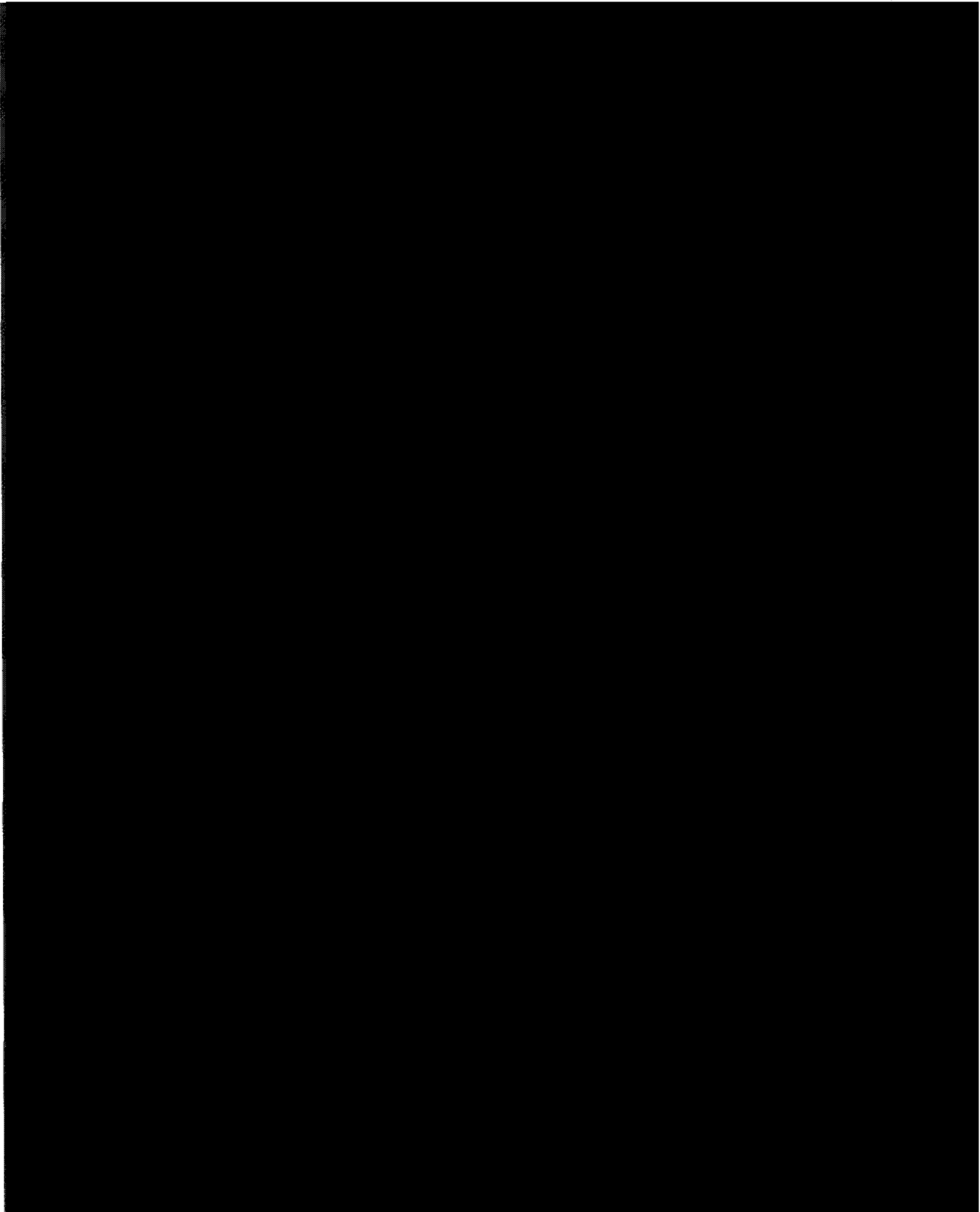


EXHIBIT "1" <sup>7</sup> 10

PAGE 185 OF 195

**Patrick M. Kinsella, PE** | Principal Engineer  
GEOTECHNICAL ENGINEER

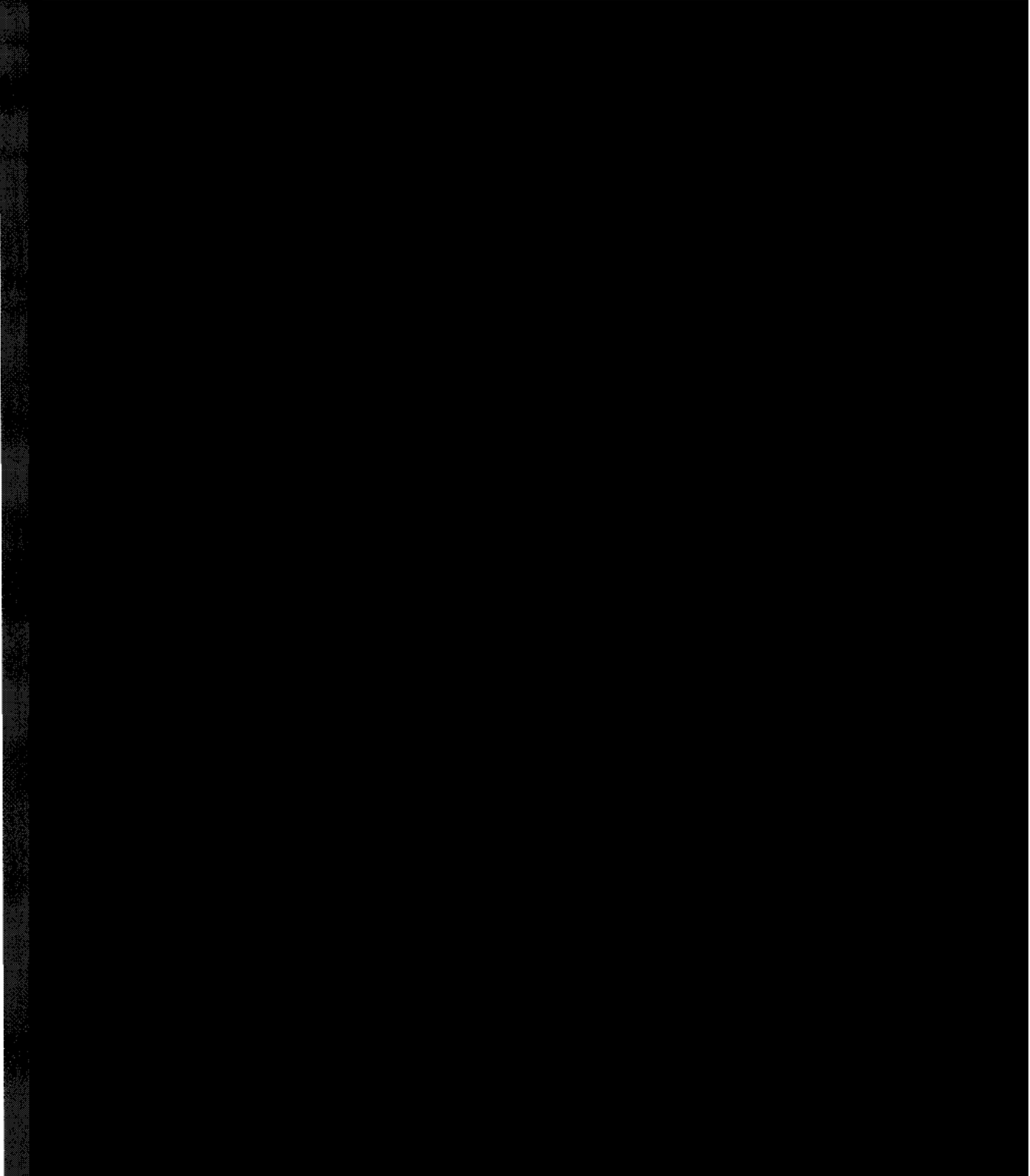


EXHIBIT "A" 5

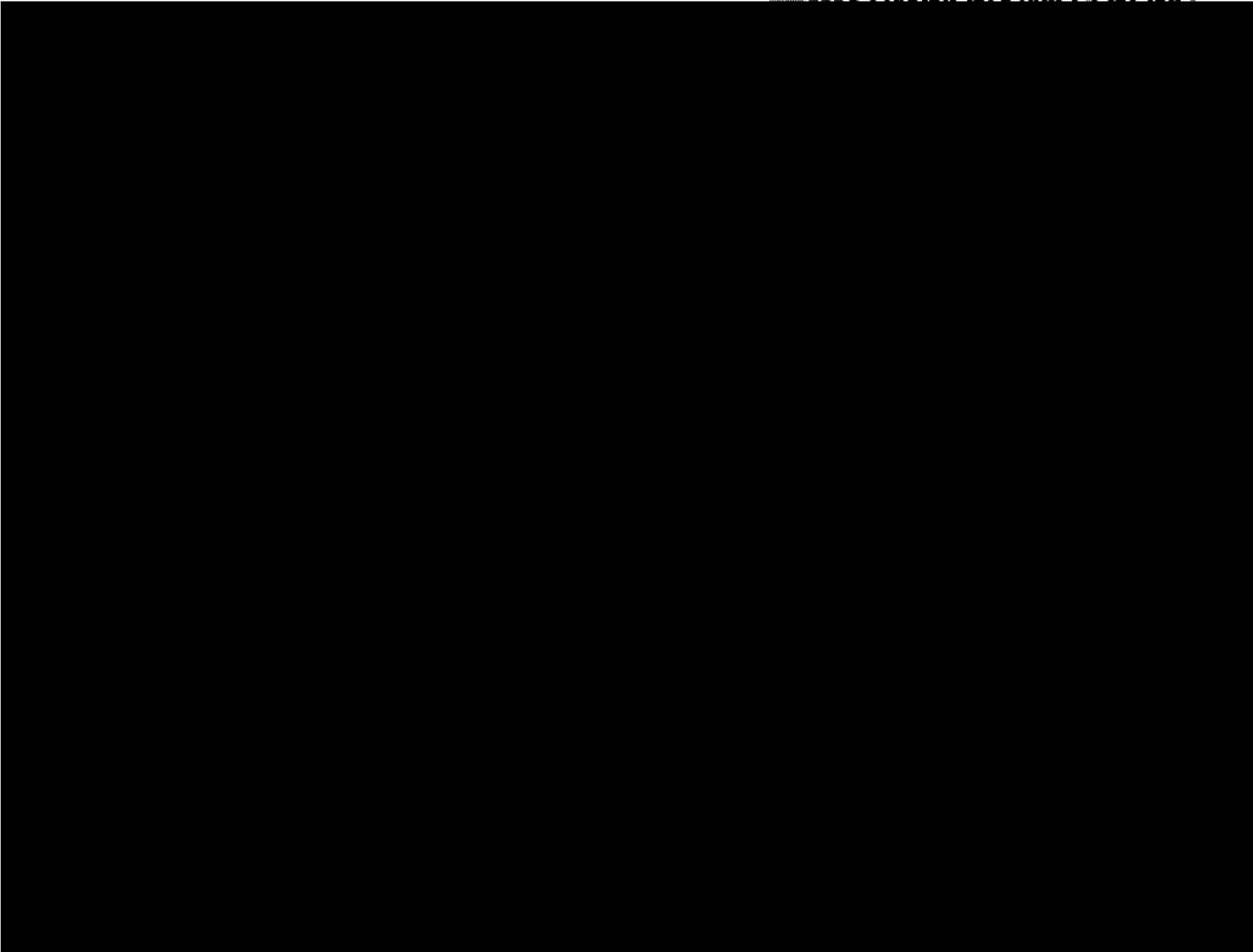


EXHIBIT 437 036

**James A. Zschau, RG** | Senior Geologist  
GEOLOGIST

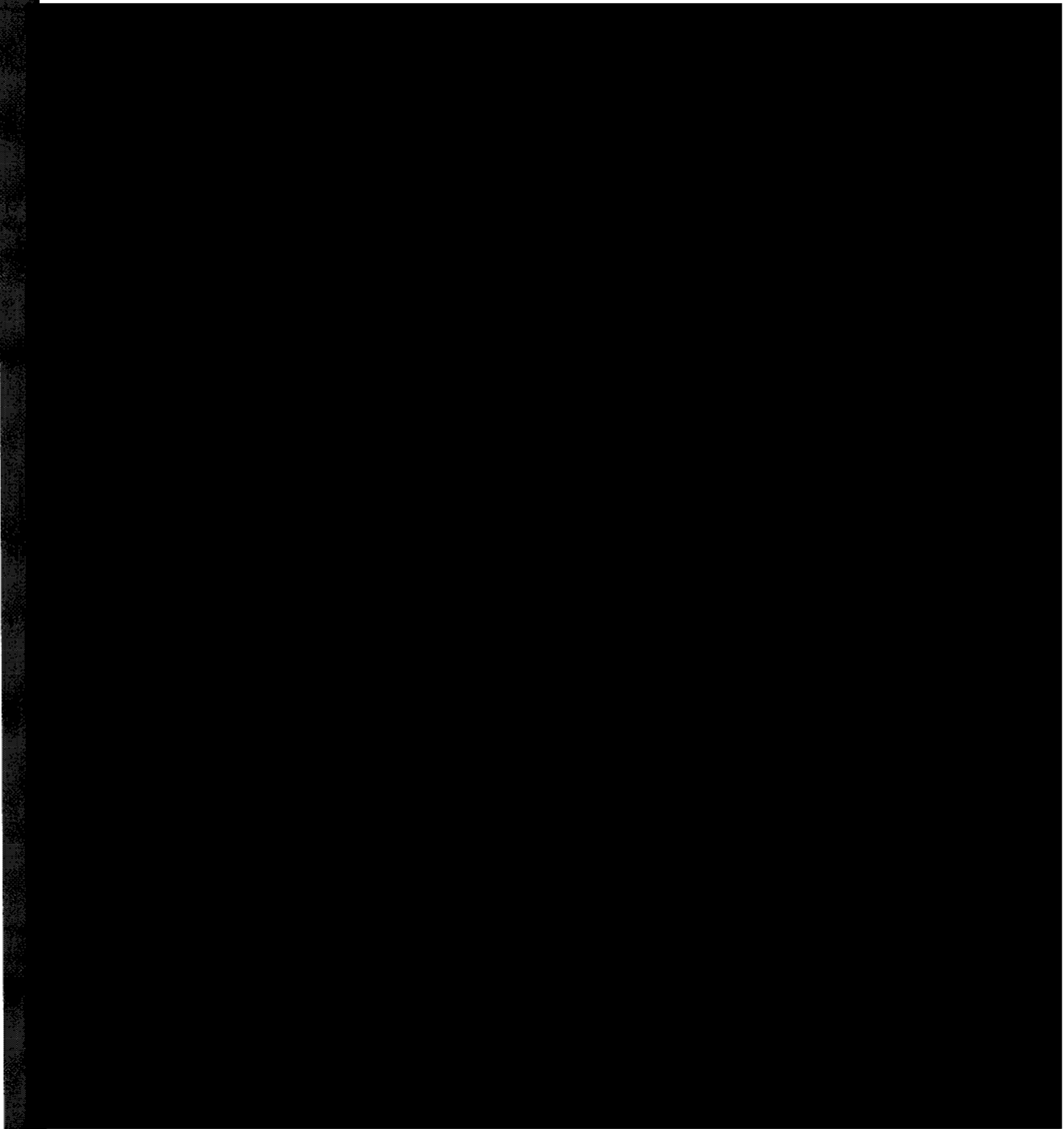


EXHIBIT "11"

PAGE 188 OF 195



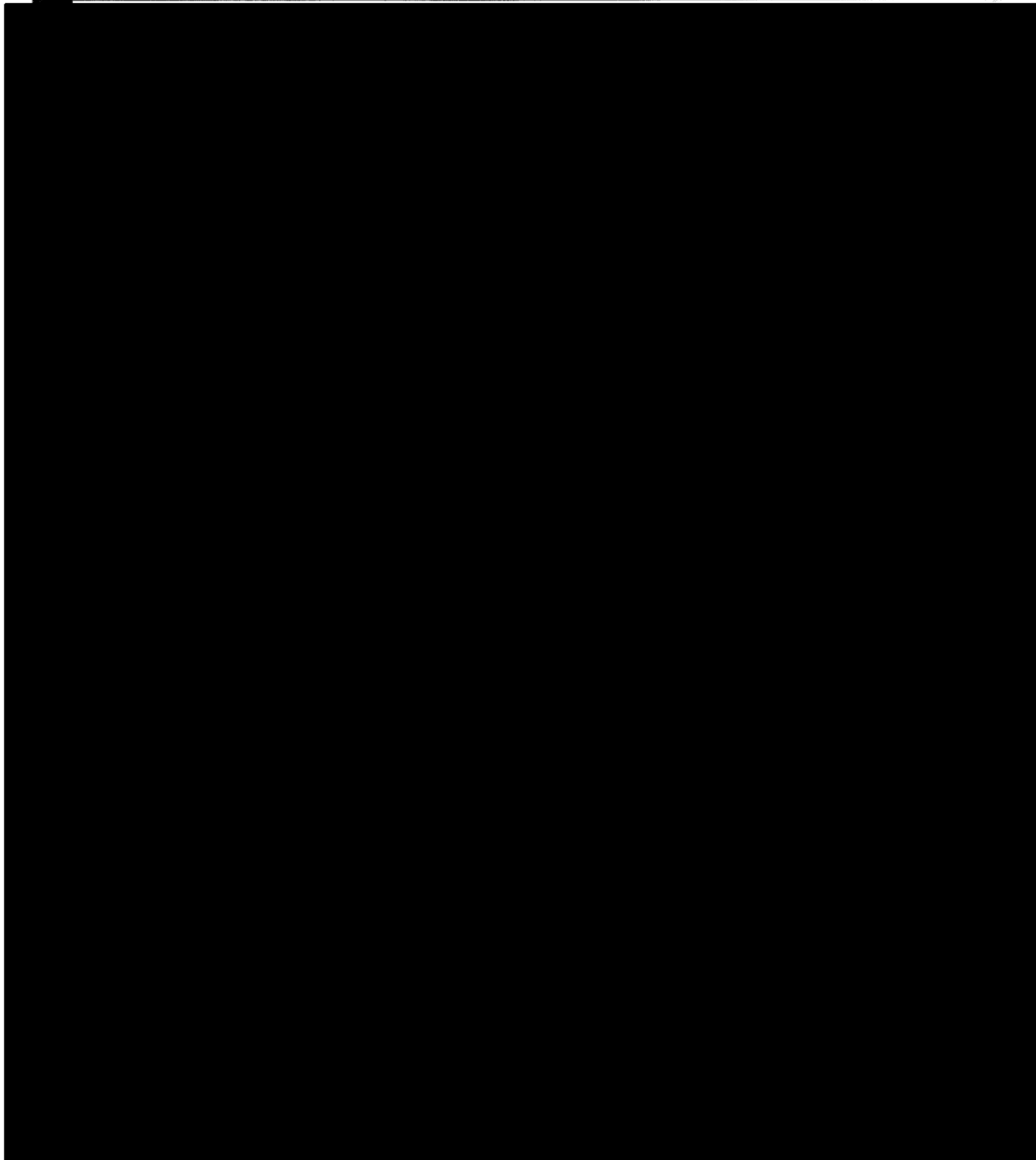


EXHIBIT "1"

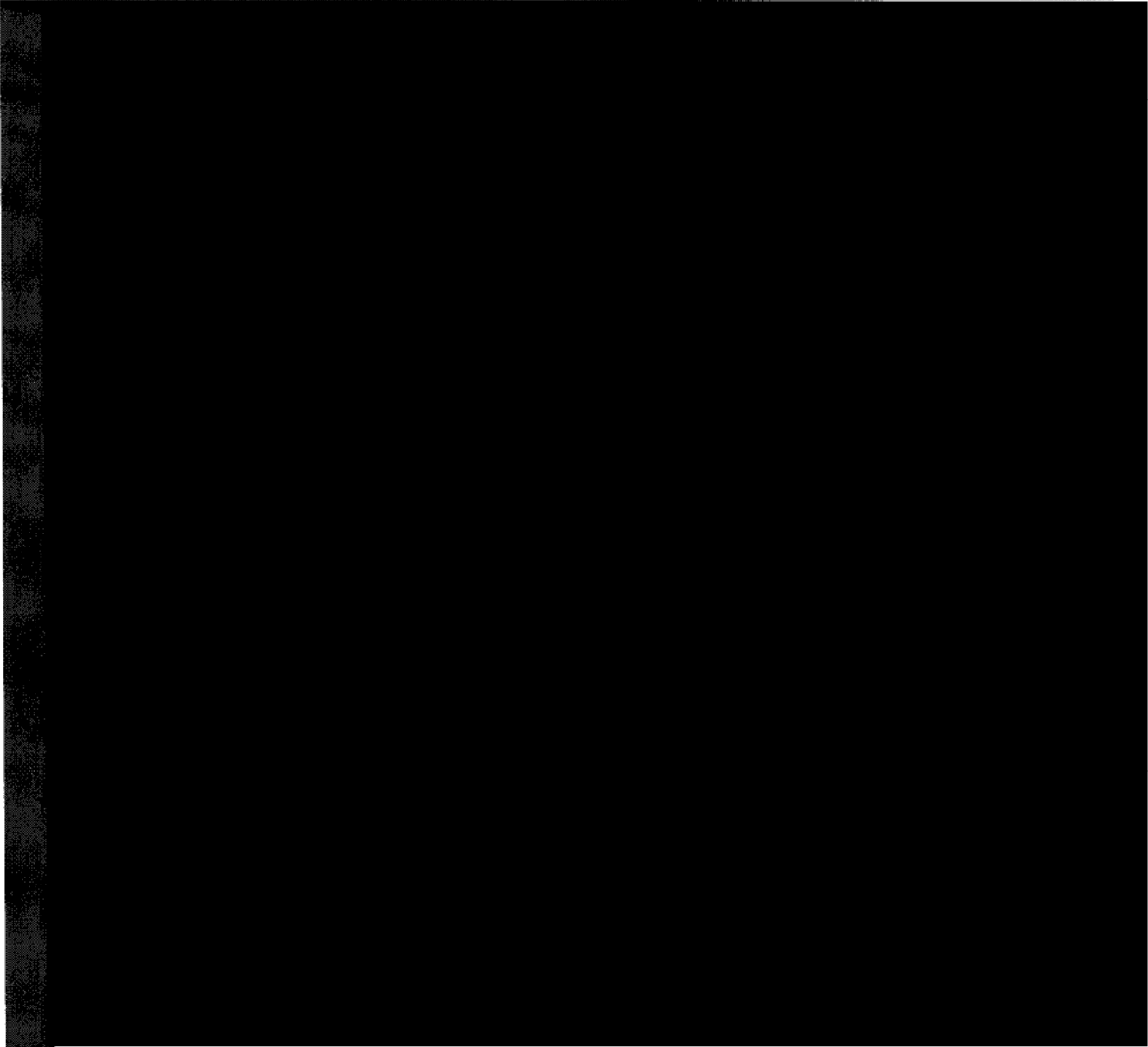


EXHIBIT "1" 8

**Aaron G. McNiel, RG** | Geologist II  
GEOLOGIST



**EXHIBIT F**

**CONTRACT I-14-4639**

**(Shannon & Wilson, Inc.)**

**SCOPE OF SERVICES**

Engineering services are required to provide geotechnical services on an upon request basis for the entire Tollway system.

The Tollway will require geotechnical soil borings, reports and associated services for projects associated with Move Illinois. Among the corridors that may require this work are the Jane Addams Memorial Tollway, and Elgin O'Hare Western Bypass.

Shannon & Wilson will provide geotechnical engineering services as requested by the prime consultant, Geo Services, Inc.

**EXHIBIT G**

**CONTRACT I-14-4639**

**(Shannon & Wilson, Inc.)**

**CURRENT OBLIGATIONS FOR PROJECT**

<b>Route &amp; Job No.</b>	<b>Work Scope &amp; Description of Project</b>	<b>Fee (Including all Supplementals and Extra Work Orders)</b>	<b>Fee Remaining To Be Earned</b>	<b>Estimated Date of Completion</b>
<u>Shannon &amp; Wilson has no current obligations with the Illinois Tollway Authority.</u>				
<u>Other Obligations are listed below.</u>				
	Construction Management Services Lower & Middle River Des Peres Tunnel	\$5,086,877.95	\$2,069,928.69	11/30/2015
	Geotechnical Explorations & Permitting Merchants Bridge Main Span Replacement	\$169,673.00	\$80,035.56	06/30/2015
	Geotechnical Explorations MSD Deer Creek Tunnel	\$4,369,712.00	\$1,066,862.19	09/30/2015
	Geotechnical Explorations Lower Meramec River Tunnel	\$943,535.00	\$922,112.06	12/31/2015
	Erosion Design Boeing Leadership Center	\$138,150.00	\$62,871.45	01/31/2015
	Environmental Testing Farmington Airport	\$197,000.00	\$22,051.72	06/30/2015
	Geotechnical Explorations Brentwood Rec. Center	\$15,000.00	\$11,700.00	01/31/2015
	Environmental Permitting NS Shinrock	\$6,100.00	\$2,100.00	01/31/2015
	Construction Testing Certain Teed	\$4,400.00	\$3,400.00	06/30/2015

**EXHIBIT H - SERVICES BY OTHERS**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**DBE/MBE/WBE SUBCONSULTANTS**

<u>1</u>	
Direct Labor	_____
Direct Costs	_____
Services by Others	_____
Additional Services **	_____
Total this Subconsultant (ULC)	\$ _____ -

<u>6</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>2</u>	
Direct Labor	_____
Direct Costs	_____
Services by Others	_____
Additional Services **	_____
Total this Subconsultant (ULC)	\$ _____ -

<u>7</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>3</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>8</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>4</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>9</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>5</u>	
Direct Labor	\$ _____ -
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

<u>10</u>	
Direct Labor	_____
Direct Costs	\$ _____ -
Services by Others	\$ _____ -
Additional Services **	\$ _____ -
Total this Subconsultant (ULC)	\$ _____ -

\*\* Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): \_\_\_\_\_

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): \_\_\_\_\_

**EXHIBIT H - SERVICES BY OTHERS (continued)**

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants.

**OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)**

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

\*\* Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ \_\_\_\_\_ -