



Alfred Benesch & Company
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July 21, 2015

Mr. Mike Zemaitis
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048

RE: Proposal for Structural and Geotechnical Engineering Service
 Design of Foundations for CONTECH O-Series Conspan Culvert
 Diamond Lake Road Culvert Replacement over Indian Creek Long Grove, IL

Dear Mr. Zemaitis:

Alfred Benesch and Company (Benesch) is pleased to offer engineering services for the design of the proposed foundations for the culvert replacement located at Diamond Lake Road over Indian Creek, Long Grove, IL. This proposal letter, should you choose, may be used as an agreement between our two organizations for the work described herein by signing and dating one copy and sending to our Naperville Office.

Scope of Services:

Benesch will provide The Lake County Division of Transportation (DOT) with structural and geotechnical engineering services for the preparation of borings, calculations, geotechnical report, drawings and specifications for the installation of the foundations.

Upon completion of the design, Benesch will "sign and seal" the drawings and calculations. In order to expedite the design process, the preferred method of transmitting the drawings, specifications, calculations, and other correspondence will be via email. Benesch will only provide the structural drawings and calculations necessary for a permit. All other drawings and documents that may be requested by the DOT or any other permit agency and the completion of the permit application will be by others. Not included in the proposal is any surveying that may be required, civil engineering and obtaining the construction permit.

Fee Arrangements:

1) Structural Design Services.....	\$5,074.98
2) Geotechnical Engineering Services (Geo Services Inc., see attached proposal).....	\$9,779.54
Total Lump Sum Fee:	\$14,854.52

Permit fees are not included in the cost of the work.



Schedule:

We commit to commence working as soon as an agreement is signed, or we receive a purchase order.

Terms and Conditions:

Please find attached, our "Terms and Conditions" which would be a part of our agreement. Our hourly rates are modified on an annual basis, the values set forth in this document will hold for the next calendar year.

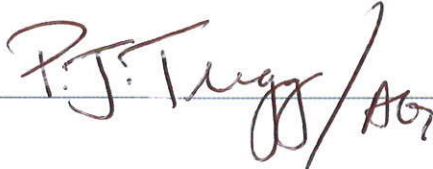
If you agree with our definition of the scope of work, the fee structure, schedule and the terms and conditions of this document then you may enter into an agreement with Benesch for this work by signing and returning one copy of this document to our office.

Offered by: Alfred Benesch and Company

Accepted by: Lake County DOT

07-21-2015

Mr. David Morrill, Senior Vice-President

 7/22/15

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; Per Diem expense or actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking

said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's

personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

Client acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work

products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

COST ESTIMATE OF CONSULTANT SERVICES

Sheet: 1 of 1

Project: Diamond Lake Road over Indian Creek, Long Grove, IL

Section: _____

Firm: ALFRED BENESCH & COMPANY

Date: July 21, 2015

County: Lake

Overhead Rate: 159.91

Complexity Factor: 0

Job No.: _____

Estimate Prepared By: _____ State _____ Firm X

Item	Number of Staff hours (A)	Estimated Cost In Dollars									Percent Of Grand Total (I)
		Adjusted Hourly Rate (A1)	Payroll (B)	Overhead Fringe Benefits (C)	Eligible Direct Costs (D)	Subtotal (E)	Profit (F)	Ineligible Direct Costs (D1)	Services By Others* (G)	Total (H)	
PROJECT TASKS											
A. Benesch Design Services	36	47.37	1,705.32	2,726.98	0.00	4,432.30	642.68			5,074.98	34.2
B. Geo Services Inc (Geotechnical)									9,779.54	9,779.54	65.8
Sub-totals	36.00		1,705.32	2,726.98	0.00	4,432.30	642.68	0.00	0.00	14,854.52	100.0

AVERAGE HOURLY PROJECT RATES

Project: Diamond Lake Road over Indian Creek, Long Grove, IL

Section: _____

Firm: ALFRED BENESCH & COMPANY

County: Lake

Date: July 21, 2015

Job No.: _____

Sheet: 1 of 1

PAYROLL CLASSIFICATION	AVERAGE HOURLY RATES* (2011)	A. Benesch Design Services											
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
SR. PROJECT MANAGER	\$67.94	10	27.00	\$18.34									
PROJECT MANAGER II		0	0.00	0.00									
PROJECT MANAGER I		0	0.00	0.00									
SR. PROJECT ENGINEER		0	0.00	0.00									
PROJECT ENGINEER II	\$39.76	26	73.00	29.02									
DESIGNER II		0	0.00	0.00									
SENIOR TECHNOLOGIST		0	0.00	0.00									
SR. SURVEYOR		0	0.00	0.00									
SR. PARTY CHIEF		0	0.00	0.00									
TECHNICAL SPECIALIST I		0	0.00	0.00									
PROJECT ASSISTANT I		0	0.00	0.00									
Sub-Totals		36.00	100.00	47.37									
WGTD RATE WITH ESCALATION*	0.00%			\$47.37									

July 20, 2015

Alfred Benesch and Company
205 N. Michigan Avenue
Suite 2400
Chicago, IL 60601

Attn: Mr. David Morrill

Project No. 15113

Re: Geotechnical Investigation
Diamond Lake Road Culvert
Long Grove, IL

Dear Mr. Morrill:

In accordance with your request, Geo Services (an MBE/DBE/union/drilling/enviro/geotech engineering firm) is pleased to submit our proposal for the performance of a geotechnical investigation for a replacement culvert for a creek passing beneath Diamond Lake Road, just north of Stockbridge Lane in Long Grove, IL. We understand that the existing culvert has recently failed and is in need of a replacement relatively quickly.

Based upon the criteria described the request, we propose the following scope of work for the project:

Scope of Work

- 1) Layout boring locations. Client to provide GSI with boring location diagram.
- 2) Call JULIE to clear onsite utilities.
- 3) Perform two soil borings from a depth of 35 feet.

Assumptions:

1. No permits or construction bonds required.
2. No tree clearing or snow removal included in this proposal.
3. No landscape repair included from possible rutting from drill-rig and truck traversing site.
4. Work can be performed during normal work day hours, M-Fr, 8AM-4PM.

Soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet (5.0-intervals thereafter) and sampled with a 2.0-in diameter split spoon. Boreholes will be backfilled with soil cuttings and patched upon completion.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified.

Along with these borings, standard laboratory tests will be performed and an engineering report will be prepared under the direct supervision of a Registered Professional Engineer.

Below is the detailed information that will be included but not limited to in the soil survey investigation report.

1. Soil conditions
2. Ground water elevations

-
3. Site preparation recommendations
 4. Pavement construction recommendations
 5. Foundation recommendations
 6. Lateral earth recommendations
 7. Copies of boring logs, core logs, test results and location diagram
 8. Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

On the basis of this scope of work and the unit charges indicated on the cost estimate of services, we estimate that the cost of this investigation will be \$9,779.54. The above cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

We appreciate the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,
GEO SERVICES, Inc.



Andrew Ptak, P.E.
Office Manager



Julian Rueda, P.E.
President

Enc.

ACCEPTED FOR BENESCH

BY _____

DATE _____

TABLE 1
COST SUMMARY

(See Attached CECS)

GENERAL CONDITIONS

SECTION 1: SCOPE OF WORK: Geo Services, Inc. (GSI) shall perform the services defined in the Agreement and shall invoice the client for those services according to the rates and unit charges indicated in the Agreement. Any cost estimates stated in this Agreement shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. GSI will provide these additional services at the agreed upon rates and unit charges.

Rates for work beyond the scope of this Agreement and not covered in the Agreement can be provided. GSI can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the Agreement unless otherwise noted. Initiation of services by GSI pursuant to this proposal will incorporate these terms and conditions.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the client will furnish GSI with right-of-access to the site in order to perform the work. While GSI will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained.

The client will furnish GSI with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. GSI reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. GSI reserves the right to terminate this Agreement if conditions preventing drilling at the specified locations are encountered which were not made known to GSI prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, GSI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold GSI harmless and indemnify GSI for any claims, payments or other liability, including costs and attorney fees, incurred by GSI for any damages to subterranean structures or utilities which are not called to GSI's attention and correctly shown on the plans furnished to GSI.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the client, or their representative to advise GSI of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GSI may be provided or obtain while performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GSI employees, agents or subcontractors.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS: GSI does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the client, and responsibility for proper transportation and disposal is the client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the client. The client shall purchase all such equipment and it shall be turned over to the client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: REPORTS AND INVOICES: GSI will furnish three copies of the report to the client. The client will be billed for any additional copies requested. GSI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by GSI relating to collection procedures on overdue accounts. Failure of client to abide by the provisions of this section will be considered ground for termination of this agreement by GSI.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GSI as instruments of service, shall remain the property of GSI unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: GSI shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". GSI shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and

welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of GSI against claims or liabilities arising from performance of services under this agreement. GSI's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by GSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by GSI and that the data, interpretations and recommendations of GSI are based solely upon the data available to GSI. GSI will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretations by others of the information developed.

SECTION 11: SAFETY: GSI has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. GSI personnel will adhere to these procedures, as site conditions require. GSI is not responsible or liable for injuries or damage incurred by third parties who are not employees of GSI.

It is understood that GSI will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from the required response by GSI to subpoenas issued by any party other than GSI in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 13: LIMITATION OF LIABILITY: The client agrees to limit GSI's liability to the owner, all construction contractors and subcontractors on the project and any third party arising from GSI's professional acts, errors or omissions, or omissions or breach of Agreement or other cause of action, such that the total aggregate liability of GSI to all those named shall not exceed \$10,000 or GSI's total fee for the services rendered on this project, whichever is greater, and client hereby releases GSI from any liability above such amount. The client further agrees to require of the contractor and his subcontractors an identical limitation of GSI's liability for damages suffered by the contractor or the subcontractor arising from GSI's performance of services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of GSI's professional acts, errors or omissions.

SECTION 14: INSURANCE: GSI carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to client upon request. Within the limits and conditions of such insurance, GSI agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of GSI, its employees, agents, subcontractors and their employees and agents. GSI shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GSI shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff consultants employed by others, or other third parties who are not employees of GSI.

SECTION 15: INDEMNITY: The client acknowledges that GSI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GSI and agrees to indemnify and save GSI, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to GSI's performance of services hereunder. Client and GSI agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: SAMPLES: GSI will retain all soil and rock samples that are transported to GSI laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at client expense upon written request.

SECTION 17: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 18: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GSI shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GSI required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 19: PRECEDENCE: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding GSI's services.

SUBMITTAL



PAYROLL SUMMARY- Do not cap your rates. All rates must be ACTUAL. Do not copy/cut and paste into this form.

COMPANY NAME Geo Services, Inc.

RATES ARE CURRENT AS OF Wednesday, July 01, 2015

TYPE OF RAISE Fixed

Anniversary

DO NOT SKIP ROWS

Wednesday, July 01, 2015

[illegible]

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Geo Services, Inc.
PRIME/SUPPLEMENT PRIME

DATE 07/21/15
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 7/27/2015
RAISE DATE 7/1/2016

OVERHEAD RATE 209.25%
COMPLEXITY FACTOR 0.07
% OF RAISE 3.00%

ESCALATION PER YEAR

7/27/2015 - 7/1/2016
<div style="display: flex; justify-content: space-between;"> 11 12 </div>

7/2/2016 - 8/1/2016
<div style="display: flex; justify-content: space-between;"> 1 12 </div>

= 91.67%
= 1.0025

8.58%

The total escalation for this project would be:

0.25%

PAYROLL RATES

FIRM NAME	<u>Geo Services, Inc.</u>	DATE	<u>07/21/15</u>
PRIME/SUPPLEMENT	<u>PRIME</u>		
PSB NO.			

ESCALATION FACTOR 0.25%

[illegible]

Subconsultants

FIRM NAME Geo Services, Inc.
PRIME/SUPPLEMENT PRIME
PSB NO. _____

DATE 07/21/15

NAME	Direct Labor Total	Contribution to Prime Consultant
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0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

Total	0.00	0.00
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DF-824-039
REV 12/04
07/21/15

OVERHEAD RATE	209.25%
COMPLEXITY FACTOR	0.07

07/21/15^{REV 12/04}

DBE 100.00%

Printed 7/21/2015 10:40 AM

SHEET 1 OF 5

Printed 7/21/2015 10:40 AM

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Administration														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal Engineer	70.18	1	100.00%	70.18															
Principal Geotechnical Engineer	70.18																		
Project Manager	62.66				1	100.00%	62.66												
Senior Geotechnical Engineer	55.39																		
CADD Supervisor	42.86																		
Engineering Geologist	42.86																		
Senior Project Engineer	42.36																		
Project/Field Engineer	35.84																		
Admin. Assistant	27.20																		
TOTALS		1	100%	\$70.18	1	100%	\$62.66	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

SHEET 3 OF 5

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SHEET 4 OF 5

[illegible]

DATE 07/21/15

SHEET 5 OF 5

[illegible]

DIRECT COST ITEM**DRILLING**

	Quantity	Unit	Cost	Amount
Support Truck	1	DAYS	\$ 65.00	\$ 65.00
Support Vehicle	2	DAYS	\$ 65.00	\$ 130.00
Overnight Delivery	-	EACH	\$ 25.00	-
Daily Crew Mobilization	1	DAY	\$ 200.00	\$ 200.00
Drilling (2 man crew) - day	8	HOUR	\$ 345.00	\$ 2,760.00
Drilling (2 man crew) - ATV	-	HOUR	\$ 385.00	-
Drilling (2 man crew) - night (full time work)	-	HOUR	\$ 490.00	-
Drilling (2 man crew) - ATV, night (full time work)	-	HOUR	\$ 554.50	-
Drilling (2 man crew) - Overtime, Sat. and night (part time)	-	HOUR	\$ 525.50	-
Drilling (2 man crew) - Sun. and Holidays	-	HOUR	\$ 695.00	-
Shelby Tube Sample - 3" diameter	-	EACH	\$ 25.00	-
Bentonite/Cement Grouting (materials)	70	FOOT	\$ 6.00	\$ 420.00
Rock Coring Bit Wear	-	FOOT	\$ 10.00	-
Rock Core Box - Cardboard	-	EACH	\$ 25.00	-
Low Boy - ATV Mobilization (4 hour minimum)	-	HOUR	\$ 225.00	-
Bridge Deck Patch	-	EACH	\$ 50.00	-
Signs, cones	1	DAY	\$ 125.00	\$ 125.00
Lights	-	DAY	\$ 100.00	-
Generator	-	DAY	\$ 100.00	-
Steam Cleaner	-	DAY	\$ 125.00	-
Hand Auger Crew, Clearing/Grubbing 2 Man Crew	-	HOUR	\$ 200.00	-
Hand Auger Crew, Clearing/Grubbing 2 Man Crew OT, Sat.	-	HOUR	\$ 300.00	-
Hand Auger Crew, Clearing/Grubbing 2 Man Crew Sun, Holiday	-	HOUR	\$ 400.00	-
Pavement Core Rig, Vehicle and 1 Man Crew	-	HOUR	\$ 200.00	-
Pavement Core Rig, Vehicle and 1 Man Crew OT, Sat, night	-	HOUR	\$ 300.00	-
Pavement Core Rig, Vehicle and 1 Man Crew Sun, Holiday	-	HOUR	\$ 400.00	-
Pavement Core - Bit Wear 4" diameter	-	INCH	\$ 4.00	-
Pavement Core - Bit Wear 6" diameter	-	INCH	\$ 5.00	-
Roadway Shoulder Closure - day	-	EACH	\$ 200.00	-
Core/Bore Patch	-	EACH	\$ 15.00	-
Generator	-	DAY	\$ 150.00	-
Mapping Grade GPS	-	DAY	\$ 100.00	-
Vane Shear Equipment	-	DAY	\$ 200.00	-

DRILLING TOTAL	\$ 3,700.00
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LABORATORY TESTING (SOIL and ROCK)

Moisture Content (T265/D2216)	28	EACH	\$	6.00	\$	168.00
Visual Classification (D2488)	28	EACH	\$	4.00	\$	112.00
Pocket Penetrometer Test (Qp)	-	EACH	\$	3.50	\$	-
Routine Testing includes % Moisture, Classification & Pocket Penetrometer Test	-	EACH	\$	15.00	\$	-
Torvane Test	-	EACH	\$	6.00	\$	-
Extrude Shelby Tube	-	EACH	\$	20.00	\$	-
Core Photograph	-	EACH	\$	15.00	\$	-
Atterberg Limits (Single Point) (T89 & 90/D4318)	2	EACH	\$	60.00	\$	120.00
Atterberg Limits (Multiple Point) (T89 & 90/D4318)	-	EACH	\$	120.00	\$	-
Particle Size Analysis, no hydrometer (T311/D6913)	-	EACH	\$	90.00	\$	-
Particle Size Analysis, with hydrometer (T88/D422)	2	EACH	\$	110.00	\$	220.00
No. 200 Wash Sieve Analysis (only) (T11/D1140)	-	EACH	\$	40.00	\$	-
RIMAC Compression Test (IDOT)	-	EACH	\$	10.00	\$	-
Unconfined Compressive Strength Qu (T208/D2166)	-	EACH	\$	50.00	\$	-
Dry Density (Unit Weight) (D7263)	15	EACH	\$	6.00	\$	90.00
Specific Gravity (Soil) (T100/D854)	-	EACH	\$	60.00	\$	-
pH of Soil (D4972)	-	EACH	\$	20.00	\$	-
Organic Content - loss on ignition (T267/D2987)	-	EACH	\$	60.00	\$	-
Organic Content - wet combustion (T194)	-	EACH	\$	115.00	\$	-
Consolidation - 16 tsf (T216/D2435)	-	EACH	\$	510.00	\$	-
Consolidation - 32 tsf (T216/D2435)	-	EACH	\$	620.00	\$	-
Triaxial Unconsolidated Undrained (UU) (3-points) (T296/D2850)	-	EACH	\$	400.00	\$	-
Triaxial Consolidated Undrained (CU) (3 points) (T297/D4767)	-	EACH	\$	800.00	\$	-
Triaxial (remolding of sample) per point	-	EACH	\$	50.00	\$	-
Hydraulic Conductivity (permeability) (D5084)	-	EACH	\$	300.00	\$	-
Hydraulic Conductivity (remold sample) per point	-	EACH	\$	50.00	\$	-
Moisture Density Relationship (Proctor) (T99 & 180/D698 & 1557)	-	EACH	\$	190.00	\$	-
Moisture Density (Proctor) with Oversize Correction (T224/D4718)	-	EACH	\$	240.00	\$	-
Moisture Density Relationship (Proctor) with % Lime (D558)	-	EACH	\$	200.00	\$	-
IDOT Lime Stabilized Soil Test	-	EACH	\$	350.00	\$	-
Illinois Bearing Ratio (IBR)	-	EACH	\$	550.00	\$	-
Illinois Immediate Bearing Value (IBV)	-	EACH	\$	550.00	\$	-
California Bearing Ratio CBR (T193/D1883)	-	EACH	\$	550.00	\$	-
Slag Expansion Test (D4792)	-	EACH	\$	750.00	\$	-
Soil Resistivity (Lab) (T288/G187)	-	EACH	\$	200.00	\$	-
Rock Unconfined Compressive Strength (D7012)	-	EACH	\$	50.00	\$	-
Rock Tensile Strength (D3967)	-	EACH	\$	75.00	\$	-
Topsoil Analysis (IL Dept. Ag.) pH, Wet Combustion & No. 200 Wash Sieve	-	EACH	\$	175.00	\$	-
Laboratory Manager	-	HOURLY	\$	120.00	\$	-
Laboratory Assistant	-	HOURLY	\$	95.00	\$	-

LABORATORY TESTING TOTAL	\$	710.00
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DIRECT COST TOTAL	\$	4,410.00
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Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 30, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Julian Rueda
GEO SERVICES, INC.
805 Amherst Court
Suite 204
Naperville, IL 60565

Dear Julian Rueda,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2014. Your firm's total annual transportation fee capacity will be \$4,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 209.25% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR GEO SERVICES, INC.

CATEGORY	STATUS
Geotechnical Services - Subsurface Explorations	X
Special Services - Construction Inspection	X
Special Services - Quality Assurance PCC & Aggregate	X
Special Services - Quality Assurance HMA & Aggregate	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Geotechnical Services - General Geotechnical Services	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST