

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0157

Innoprise Contract #: C16-0042

Year: 2016-18

Amount:

Department: Rich Rittenbacher - PW

Contract Type: Services

Contractors Name: Construction & Geotechnical Material Testing, Inc. (CGMT, Inc)

Contract Description: Soils and Materials Testing & Engineering 2016-2018

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

April 8, 2016

Mr. Pratik K. Patel, P.E.
Construction & Geotechnical Testing, Inc.
60 Martin Lane
Elk Grove Village, Illinois 60007

RE: *NOTICE TO PROCEED*
Soils and Materials Testing and Engineering 2016-2018

Dear Mr. Patel:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of April 6, 2016.

Please contact Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 24, 2016. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Napoleon Haney
Rich Rittenbacher

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
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VILLAGE HALL

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March 24, 2016

Mr. Pratik K. Patel, P.E.
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, Illinois 60007

NOTICE OF AWARD – Soils and Materials Testing and Engineering 2016-2018

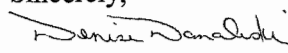
Dear Mr. Patel:

This notification is to inform you that on March 21, 2016, the Village of Orland Park Board of Trustees approved awarding CGMT, Inc. the contract in accordance with the proposal you submitted dated February 2, 2016, for Soils and Materials Testing and Engineering 2016-2018 for an amount not to exceed Board of Trustee approved budgeted amounts based on proposed unit prices for each of the years 2016, 2017 and optionally 2018.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 7, 2016.

1. Enclosed is the Contract for Soils and Materials Testing and Engineering 2016-2018. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for **a)** the additional insured status, **b)** the waiver of subrogation for General Liability and **c)** the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Contract Administrator

cc: Tom Martin
Rich Rittenbacher

VILLAGE OF ORLAND PARK
Soils and Materials Testing and Engineering 2016-2018
(Contract for Services)

This Contract is made this **24th day of March, 2016** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Construction & Geotechnical Material Testing, Inc. (CGMT, Inc) (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals #16-003
- The Instructions to Proposers issued January 7, 2016
- This Contract
- The Terms and Conditions
- The Proposal dated February 2, 2016 (#16P0124), as it is responsive to the VILLAGE’S RFP requirements
- Affidavit of Compliance
- References
- Insurance Requirements
- Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Soils and materials testing and engineering in connection with public improvements construction, MFT funded projects, new development, and infrastructure construction projects as further detailed in the request for proposal #16-003 issued January 7, 2016

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the

following amount for performance of the described services: **an amount not to exceed Board approved budgeted amounts per year.**

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until December 31, 2018. This Contract shall terminate upon completion of the WORK or December 31, 2018, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Pratik K. Patel, P.E.
CGMT, Inc.
60 Martin Lane
Elk Grove Village, Illinois 60007
Telephone: 630-595-1111
Facsimile: 630-595-1110
e-mail: pkpatel@cgmtinc.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The

CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE ~~VILLAGE~~ Contractor

By: 

Print Name: Patrick Tate

Its: Vice President

Date: 4/1/16

FOR: THE ~~CONTRACTOR~~ Village

By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 4/7/16

ORIGINAL

REQUEST FOR PROPOSAL

For:

SOILS AND MATERIALS TESTING AND ENGINEERING

Prepared For:



**Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

**Prepared By:
CGMT, Inc.
Proposal No.: 16P0124**

Due Date: Tuesday-February 2, 2016 at 11:00 AM



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane ♦ Elk Grove Village, Illinois 60007
Phone: (630) 595-1111 ♦ Fax: (630) 595-1110



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane ♦ Elk Grove Village, Illinois 60007

Phone: (630) 595-1111 ♦ Fax: (630) 595-1110

February 2, 2016

Proposal No.: 16P0124

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

**Subject: Proposal to Provide Soils and Materials Testing and Engineering
RFP #16-003
Village of Orland Park**

Dear Sir/Madam,

Construction & Geotechnical Material Testing, Inc. (CGMT) is pleased to offer this proposal to provide construction material testing services to the Village of Orland Park for the anticipated construction season. This proposal was prepared after a review of the Request for Proposal issued by the village on January 7, 2016. We have attempted to follow the outline described in your Request for Proposal.

We understand the scope of work includes Portland cement concrete, hot mix asphalt testing, and soil testing for various village projects including public improvements construction, MFT funded projects, new development, and infrastructure construction projects.

CGMT appreciates the opportunity to offer this statement of qualification for Soils and Materials Testing and Engineering for the Village of Orland Park' various projects. *CGMT's 24-hour contact and QA Manager is Pratik Patel, he can be reached at any time on his mobile device 630/915-7398.*

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully Submitted,
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.

Pratik K. Patel, P.E.
Vice President

Enclosures



Village of Orland Park – Soils and Materials Testing and Engineering
CGMT Proposal No.: 16P0124
February 2, 2016

STATEMENT OF QUALIFICATIONS	1
General History of Firm and General Qualifications	1
Testing Facilities & Capabilities	2
Firm's Demonstrated Experience.....	2
Key Staff Experience/Credentials	3
Proposed Services/Fees	5
Insurance	6

APPENDIX

- Appendix I: CGMT Certifications
- Appendix II: CGMT Unit Rates
- Appendix III: Village of Orland Parks Executed RFP
- Appendix IV: Sample Insurance



STATEMENT OF QUALIFICATIONS

General History of Firm and General Qualifications

Construction & Geotechnical Material Testing, Inc. (CGMT) opened its' laboratory doors on August 1, 2002 to provide geotechnical and material engineering, material testing, construction inspection, reporting and laboratory services for governmental agencies, municipalities, and private clients. CGMT's engineering staff has extensive experience in providing geotechnical and material testing consulting services to many firms including municipalities. Our president, KC Patel, has over 25 years of experience. CGMT is fully qualified to provide professional material testing services to the Village of Orland Park. Our firm's capabilities are discussed below.

Geotechnical Engineering Consulting Services

CGMT has extensive experience with a wide range of public and private projects covering projects spanning from residential streets, regional and interstate highways, industrial warehouse sites, low rise and high rise residential and commercial buildings and airports. We can provide you the full range of geotechnical engineering, construction monitoring, deep foundation quality control and laboratory testing services. Our geotechnical services include:

- Subsurface explorations
- Geotechnical laboratory soils testing
- Site selection and characterization consulting
- Groundwater monitoring
- Subsurface infiltration rate measurements
- Subsurface stabilization consulting
- Pavement evaluation and design services
- Foundation design and shoring recommendations
- Slope stability analyses
- Seismic site characterization
- Forensic services

Construction Monitoring Consulting Services

CGMT has extensive experience in providing construction monitoring and testing services for hundreds of projects. Our services include

- Portland cement concrete plant and field testing
- Hot mix asphalt plant and field testing
- Shallow and deep foundation installation testing and monitoring
- Earthwork and engineered fill placement testing and observations
- Structural and reinforcing steel observation and testing
- Masonry wall construction observations
- Forensic engineering and evaluation
- Construction activity documentation services



Testing Facilities & Capabilities

All projects are served by our facilities in Elk Grove Village with a state-of-the-art QC/QA Laboratory. The formal address of our facility is 60 Martin Lane, Elk Grove Village, Illinois 60007. CGMT is a 100 % minority owned business and complies with **MBE** requirements. We are also a member of the **DBE** program. CGMT is a State of Illinois licensed Professional Design Firm, Professional Engineering Corporation, and an Illinois Department of Transportation IDOT Pre-qualified Consultant. CGMT's laboratory has been inspected and approved by the Illinois Department of Transportation (**IDOT**), AASHTO Material Resource Laboratory (**AMRL**) and Cement and Concrete Reference Laboratory (**CCRL**). As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm. Typical tests include moisture content, dry density, unconfined compressive, moisture-density relationship testing, organic content, particle size analysis, Atterberg limits, specific gravity, and soil pH. Additional testing including triaxial shear strength, consolidation, soil resistivity and permeability can also be performed.

Firm's Demonstrated Experience

CGMT Principals have been directly responsible for civil works, IDOT and private corporate projects ranging from various transportation-related projects to commercial development across northeastern Illinois. CGMT has performed a similar scope of service for all sizes of Quality Control/Quality Assurance (QC/QA) projects for numerous municipality projects. CGMT has established a growing list of municipality QC/QA projects within municipalities like The City of Chicago, The Village of Bensenville, The Village of Brookfield, The Village of Buffalo Grove, The City of Elmhurst, The Village of Elgin, The Village of Glendale Heights, The Village of Hinsdale, The Village of Hoffman Estates, The Village of LaGrange, The Village of Libertyville, The Village of Skokie, The Village of South Elgin, The City of Wheaton, The Village of Wheeling, The City of Wood Dale and more.

To further demonstrate our ongoing success, CGMT has performed similar services in the **Village of Orland Park**. Below are a few highlighted projects of CGMT's experience in the village:

2013-2015 Neighborhood Road Program

CGMT provided consulting and testing during the construction phase to performed quality assurance management for concrete and hot mix asphalt placement on the field and plant. Testing of all materials was per IDOT Standard Specification for Road and Bridge Construction and project plans. CGMT worked with Village Engineer, Consultant and Project contract to aid in quality project completion. All activities on site were performed by qualified and experienced field engineering representative and overseen by a licensed professional engineer.

Fernway Neighborhood Road Improvements

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for the initial phase of the roadway improvements in the Fernway Neighborhood. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.



Nature Center Drive Expansion

CGMT geotechnical engineering provided aid for subsurface exploration and engineering for widening of the existing drive and expansion of the parking area at the Nature Center. CGMT performed work in accordance to general geotechnical standards accepted in Illinois. All field services, laboratory work, and project documentation were completed by qualified engineering personnel and overseen by a licensed professional engineer.

Dave & Busters – Orland Square Mall

CGMT provided consulting and testing during the construction phase to performed quality assurance management for soils, masonry, concrete placement and structural steel. Testing of all materials was to be in accordance to project and approved village specification. All activities on site were performed by qualified and experience engineering representatives and overseen by a licensed professional engineer.

Sheffield Highland – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Charleton Highlands – Orland Park, IL

CGMT provided testing and engineering during the construction phases of numerous residential construction projects required during the completion of this project. CGMT field representative acted as material engineers and consultants to aid contractor to determine appropriate soil bearing and suitability prior to placement of foundation granular fill or plastic concrete.

Key Staff Experience/Credentials

CGMT is honored to have assembled a qualified, highly educated and trained team of engineers, technicians and support staff. They hold the appropriate degrees, licenses and certifications to perform the required Scope of Services in the State of Illinois. We have a proven record of commitment and we continue to demonstrate successful team work needed to perform the quality, reliable and professional services that our clients have come to expect. **CGMT is pleased to provide all services in-house including ownership of our own CME-45 truck mounted drill rig for geotechnical drilling operations, qualified engineers, a state of the art QA/QC laboratory and IDOT trained technicians available for all site testing needs.** Our team's strength is in their experience, understanding of the requirements and scope of a project, thoroughness, communication ability and compliance. This high standard is what will assure our qualifications to perform the Construction Inspection and Testing Service this project will require. All are committed to complete the required tasks and have the experience to back it up. Our geotechnical engineer is an Illinois registered Professional Engineer, our construction services manager has a Level III certification for both Portland Cement Concrete and Hot Mix Asphalt. All of our field staff members have either IDOT Level I or Level II certification. CGMT does not intend to use subcontractor for this contract as our current staff is capable and ready to deliver services to the Village.

Brief narratives of our Key Staff backgrounds are provided below.



K.C. Patel – President

During his more than 30 year career, Mr. Patel has provided geotechnical engineering and construction project management services, including engineering analyses, report preparation, supervision of field staff and site field observations during all phases of construction. Mr. Patel has extensive experience in both project inspection and coordination for projects spanning transportation, infrastructure and building construction for both public and private clients.

Mr. Patel serves as principal engineer on CGMT projects, including this project. His extensive experience and exceptional judgment provides our clients an invaluable resource and excellent support for our staff.

Pratik Patel, P.E. – Vice President

During his career, Mr. Patel has managed and overseen all testing activities performed at CGMT. Mr. Patel has a broad knowledge of projects ranging from government and municipal projects to private residential and commercial development, to multi-story structures. For all municipal projects Mr. Patel serves as the project Quality Assurance/Quality Control Manager (QAQC).

Mr. Patel provides oversight and QA Management to all projects at CGMT, including this project.

Nicholas Wolff, P.E. – Geotechnical Engineer

During his 10 year career, Mr. Wolff has managed geotechnical explorations for hundreds of projects spanning the spectrum of construction projects ranging from multifamily residential subdivisions, high rise government buildings, Interstate and US Highway road way and bridge structures, commercial, healthcare and commercial projects. Mr. Wolff also serves as a senior project engineer, providing technical oversight of material testing projects, including this project.

Mitul Patel – Field Engineer/Senior Field Technician

Mr. Patel serves as the Sr. Field Technician and Field Engineer of CGMT. Mr. Patel specializes in testing and observation of plastic concrete placement, asphaltic concrete placement, earthwork, foundations, masonry, aggregate, etc. Mr. Patel assists in the management of all field and laboratory testing performed at CGMT.

Lenora Haken – Laboratory Manager

Ms. Haken serves as a QAQC Manager of CGMT for various IDOT specified projects. Ms. Haken's has over 25 years of experience in the construction material testing industry. Ms. Haken studied concrete technology and worked at an asphalt producer as a QC Manager for multiple years. Ms. Haken's background serves ideal for the requested testing services.



CGMT complies and continually pledges to take affirmative action to ensure that applicants and employees are treated without regard to their race, color religion, sex, national origin, disability or veteran status. Along with our Affirmative Action Program (AAP) we comply Equal Employment Opportunity (EEO), Occupational Safety and Health Administration (OSHA), the revised Standards of the Williams-Steiger Occupation Health and Safety Act of 1970 and the State of Illinois Department of Human Rights. Together these programs form the integral element of CGMT, Inc. policies to protect our employees and prospective applicants.

All required posters and regulations from all programs listed above, from both the Federal and State of Illinois are posted and kept up to date at our facilities. CGMT has maintained personnel records in compliance with the law since the company was established. CGMT does not presently have any agreement or contract with any trade or labor organizations.

Proposed Services/Fees

CGMT has completed the proposal prepared by the Village of Orland Park. In addition the details of CGMT's proposed costs can be found on CGMT's Table-I (Unit cost to provide material testing services) which is appended in this proposal. **Reduction in fees on the order of 10 to 20 percent can often be achieved when work is performed concurrently.**

Scope of Services

CGMT will provide the following services, as requested in the RFQ:

- Geotechnical Subsurface Soil Boring Exploration/Coring Services
- Portland Cement Concrete Plant Monitoring & Testing
- Portland Cement Concrete Field Monitoring & Testing
- Soil Testing & Monitoring
- Hot Mix Asphalt Plant Monitoring & Testing
- Hot Mix Asphalt Field Monitoring & Testing
- Construction Material & Soils Laboratory Testing
- Limited Environmental Services
- Engineering Analysis

In order to complete these activities, CGMT will provide the following (as requested in the RFP):

- Plant monitoring, sampling and testing of Portland Cement and Hot Mix Asphalt when the contractor is placing/paving.
- Field compaction testing of Hot Mix Asphalt by the use of a nuclear density gauge whenever the contractor is placing Hot Mix Asphalt, binder and surface materials.



- Field testing of Portland Cement Concrete when contractor is placing concrete.
- Laboratory Material Testing at the request of the Village.
- All testing and documentation in accordance with the requirements of IDOT (QA/QC) specifications.
- CGMT will attend all pre-construction meetings that are required by client.
- All field activities will be documented and presented to the Client.
- All final reports prepared by CGMT will be reviewed by an engineer registered in the State of Illinois.

Scheduling

CGMT will provide personnel at the request of the Village of Orland Park when:

- CGMT is notified by the Village of Orland Park by telephone, fax or email detailing description of work, number of technicians, location of work and start time.
- If possible, CGMT would appreciate the request for personnel from the Village of Orland Park before 4:00 P.M. of the work day prior to the requested day.

Insurance

We have provided specimen certificates of insurance for your review. Upon authorization of projects, CGMT will provide you certificates of insurance that satisfy the requirements you outline in your request for proposal.

General

An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net 30 days, upon your receipt of our invoice.

CGMT understands the importance and accuracy of all municipality projects as all local businesses, traveling community and general public must be considered when implementing project. We thrive to be an integral part in the growth of the Village of Orland Park.

We look forward to continue a great working relationship with the Village of Orland Park.

If you have any questions or if require additional information, do not hesitate to call our office at (630) 595-1111. You can also email our office at cgmt@cgmtinc.com or visit our website <http://www.cgmtinc.com>.

Respectfully,
CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INCORPORATED

PROPOSAL SUMMARY SHEET
RFP # 16-003
Soils and Materials Testing and Engineering 2016-2018

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: CGMT, Inc.

Street Address: 60 Martin Lane

City, State, Zip: Elk Grove Village, Illinois 60007

Contact Name: Pratik K. Patel, P.E.

Phone: 630/595-1111 Fax: 630/595-1110

E-Mail address: pkpatel@cgmtinc.com

Description: Personnel	Unit Price (cost per hour)
1. Material Tester I (4 hour minimum/ day applies) Level 1 ACI, HMA Technician	\$ <u>77.50</u>
2. Material Tester 2 (4 hour minimum/ day applies) Level 2 PCC, HMA, Soil Technician	\$ <u>80.50</u>
3. Prevailing Wage Administrator	\$ <u>35.00</u>
4. Field Engineer	\$ <u>70.00</u>
5. Staff (graduate) Engineer	\$ <u>80.00</u>
6. Project Engineer or Materials Consultant, P.E.	\$ <u>90.00</u>
7. Geotechnical Engineer	\$ <u>85.00</u>
8. Principal Engineer	\$ <u>125.00</u>

Description: Laboratory Services	Unit Price (cost per test)
Soils and Backfill	
1. Aggregate Gradation – Washed Sieve Analysis ASTM C 117	\$ <u>75.00</u>
2. Aggregate Gradation – Mechanical Analysis ASTM C 136	\$ <u>65.00</u>
3. Aggregate Gradation – Bulk Density & Voids ASTM C 29	\$ <u>40.00</u>
4. Soils Gradation, Combined Sieve & Hydrometer	\$ <u>140.00</u>
5. Atterberg Limits	\$ <u>85.00</u>
6. Moisture-Density Relationship ASTM D 698	\$ <u>135.00</u>

	(Standard Proctor Test)	
7.	Moisture-Density Relationship ASTM D 1557 (Modified Proctor Test)	\$ <u>145.00</u>
8.	Illinois Bearing Ratio, w/Moisture-Density, AASHTO T 193 IL Modified	\$ <u>400.00</u>
9.	Unconfined Compressive Strength of undisturbed soil samples Rimac (IDOT) Method	\$ <u>10.00</u>
	Stress-Strain curve, ASTM D 2166	\$ <u>45.00</u>
10.	Moisture Content of Soil/Aggregate, ASTM D 2216/566	\$ <u>4.00</u>
11.	Total Organic Matter by Wet Combustion Method, AASHTO T 194	\$ <u>85.00</u>
12.	pH of Soil, ASTM D 4972	\$ <u>30.00</u>

Concrete and Masonry

1.	Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing (pick-up additional)	\$ <u>14.00</u>
2.	Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing made by others, (pick-up additional)	\$ <u>14.00</u>
3.	Compressive Strength of grout cylinders (3"x6") or mortar cubes (2"x2") including molds, supplies, curing (pick-up additional)	\$ <u>18.00</u>
4.	Strength of masonry units, prisms (pick-up additional)	\$ <u>45.00</u>

Hot Mix Asphalt

1.	Theoretical Maximum Density	\$ <u>85.00</u>
2.	Asphalt Content by Reflux Extraction with Gradation	\$ <u>140.00</u>
3.	Asphalt Content by Ignition Oven with Gradation	\$ <u>130.00</u>
4.	Bulk Specific Gravity of Gyratory Specimen (set of two) and air voids	\$ <u>80.00</u>
5.	Tensile Strength Ratio, per mix	\$ <u>125.00</u>
6.	Core Density and Thickness, lab test	\$ <u>30.00</u>

Field Sampling

1.	Mobilization of Core Rig and Personnel	\$ <u>125.00</u>
2.	Bituminous Pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$ <u>150.00</u>
3.	Concrete pavement Core, 4" diameter, including 1 subgrade sample with water content, dry unit weight, patch hole	\$ <u>150.00</u>
4.	Mobilization of Drill Rig and Personnel	\$ <u>450.00</u>
5.	Subgrade Soil Probe, 5 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$ <u>105.00</u>
6.	Subgrade Soil Probe, 10 ft. deep, including sampling at 2.5' intervals with water content, dry unit weight	\$ <u>195.00</u>

Miscellaneous Services

1.	Provide Correlated Nuclear gauge on job site (daily flat fee)	\$ <u>35.00</u>
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- | | | |
|----|--|--------------------|
| 2. | Concrete cylinder pick (dedicated trip) | \$ <u>95.00</u> |
| 3. | Phase One Environmental Site Assessment (Village utility repair/ excavation stockpile) | \$ <u>1,000.00</u> |

Signature of Authorized Signee: _____



Title: Vice President

Date: February 2, 2016

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE

The undersigned Pratik K. Patel, as Vice President
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)
and on behalf of CGMT, Inc., certifies that:
(Enter Name of Business Organization)

1) **BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: Yes [☒] No []

Federal Employer I.D. #: 36-4460168
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Illinois June 20, 2001
(State of Incorporation) (Date of Incorporation)

2) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes [☒] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) **SEXUAL HARRASSMENT POLICY:** Yes [☒] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public Contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [x] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or

penalties may be imposed or remedies involved as provided by statute or regulation.

5) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Contractor further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

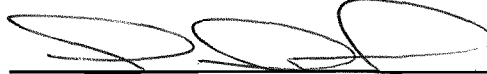
6) TAX CERTIFICATION: Yes ☒ No ☐

Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Pratik K. Patel

Name of Authorized Officer

-

Vice President

Title

-

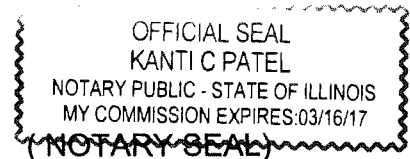
February 1, 2016

Date

Subscribed and Sworn To
Before Me This 1st Day
of FEBRUARY, 2016.



Notary Public Signature



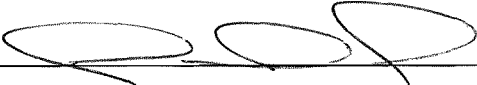
REFERENCES

ORGANIZATION	Village of Orland Park
ADDRESS	15655 Ravinia Avenue
CITY, STATE, ZIP	Orland Park, Illinois 60462
PHONE NUMBER	708/403-6350
CONTACT PERSON	Mr. Richard Rittenbacher
DATE OF PROJECT	2013-2015

ORGANIZATION	Village of Skokie
ADDRESS	5127 Oakton Street
CITY, STATE, ZIP	Skokie, Illinois 60077
PHONE NUMBER	847-933-8231
CONTACT PERSON	Mr. Erik P. Cook, P.E.
DATE OF PROJECT	2008-2011

ORGANIZATION	Village of Hoffman Estates
ADDRESS	1900 Hassell Road
CITY, STATE, ZIP	Hoffman Estates, Illinois 60169
PHONE NUMBER	847-252-5807
CONTACT PERSON	Mr. Alan Wenderski, P.E.
DATE OF PROJECT	2013

Proposer's Name & Title:	Pratik K. Patel, Vice President
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Signature and Date:	 2/1/16
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INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

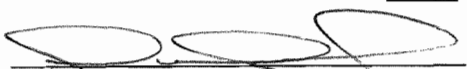
\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer.

ACCEPTED & AGREED THIS 2nd DAY OF February, 2016



Signature

Pratik Patel, V.P.

Printed Name & Title

Authorized to execute agreements for:
CGMT, Inc.

Name of Company

VILLAGE OF ORLAND PARK, ILLINOIS



ADDENDUM NO. 1

RFP #16-003

SOILS AND MATERIALS TESTING AND ENGINEERING 2016-2018

Date: Thursday, January 21, 2016
To: All Potential Proposers
From: Village of Orland Park
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the RFP shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

The following are the Village's responses to questions submitted for this Request for Proposals:

1. On page 16. Item 3. Phase One Environmental Site Assessment (Village utility repair/excavation stockpile) \$ _____. Does this line item pertain to a Phase I ESA conducted in accordance with ASTM E1527-13 ("Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"), effective November 6, 2013? Phase I ESAs do not include soil sampling or testing and that would be part of a Phase II ESA.

Village Response: It is not the Village's intent to reference a specific ASTM test with this line item.

2. If sampling and testing is needed of excess soil generated during utility line repair or an excavation stockpile for clean fill disposal, the cost is always site specific based on the requirements of the intended CCDD facility, the volume of material

and nature of the fill. Some CCDD facilities require more testing than others and they do not leave it up to the PE or PG to decide the sampling and testing scope of work.

Village Response: Since different soils may be appropriately disposed of at differing facilities, the Village does not specify which disposal facility is to be used. And although the Village reserves that right, the site will be approved as needed at the time of disposal. Bid costs should reflect the potential for using various scope and disposal facilities.

3. On page 4, it mentions CCDD and special waste plans and report preparation per IDOT spec. There are no line items in the bid pricing with regard to special waste plans and reports. I presume for the cost evaluation of our bid, the Village will look at our hourly rates.

Village Response: Appropriately, hourly rates will be paid along with the ESA line item cost. As part of the proposal evaluation process, hourly rates will be considered with all other unit pricing.

4. Our field materials technicians are signatory to Local 150 IUOE and our contract expires on February 2018 when new wages and benefits will be negotiated. Since the consultant will be hired for a 3 year period, will you allow rate adjustments after February 2018, based on the new wages and benefits as well as any other personnel rate increases?

Village Response: This contract will be subject to the Illinois Prevailing Wage Act. As stated in the Request; "The term of the services contract herein granted shall be three (3) years." There will be no adjustments.

5. Under Miscellaneous Services, the unit cost for Phase One Environmental Site Assessment and excavation stockpile is requested. Can you clarify that this applies to CCDD sampling and analytical testing only? We can provide Phase I ESA, but the cost for such depends on the size of the property, site conditions, etc., and generally treated separately from CCDD testing.

Village Response: This line item applies to CCDD sampling and analytical testing of excavated spoils stockpiled on Village owned property. Hourly services will be paid separately.

6. What percentage of the [contract] is soils and materials testing, and what percentage is engineering?

Village Response: Although the majority of the work under this contract is expected to be construction material testing, the Village makes no assurances or guarantees as to the type or amount of work.

7. Can the successful applicant subcontract a portion of the work that would require union or prevailing wage labor?

Village Response: As part of the Proposal review process, the Village will be evaluating the abilities of the applicant to adequately complete all aspects of the contract in a timely manner. If the Contractor subcontracts a portion of this work, the subcontractor will be subject to all the same restrictions and provisions of the Contractor including prevailing wage provision.

The question and answer period for this bid is closed. **The bid submission deadline remains Tuesday, February 2, 2016 not later than 11:00 A.M.**

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 1, dated Thursday, January 21, 2016

I read and hereby acknowledge this addendum as of the date shown below.

Business Name: CGMT, Inc.

Name of Authorized Signee: Pratik K. Patel

Signature of Authorized Signee: 

Title: Vice President Date: February 1, 2016



Table 1 - Unit Cost To Provide Material Testing Services

Village of Orland Park - Soils and Materials Testing and Engineering
CGMT Proposal No.: 16P0124

ITEM	CGMT to Provide	UNIT	UNIT RATES	
			Regular	Overtime
Field Services				
Engineering Technician MT I	Labor	Hour	\$77.50	\$116.25
Engineering Technician MT II	Labor	Hour	\$80.50	\$120.75
Field Engineer	Labor	Hour	\$70.00	\$105.00
Field Coring Operation (Mobilization)	Mobilization	Day	\$125.00	-
Drill Rig Mobilization	Mobilization	Day	\$450.00	-
Coring Operation: 2 foot Core to Subgrade	Labor	Bore/Core	\$150.00	-
5' Soil Boring, sampling, M/C, unit weight	Labor	Bore/Core	\$105.00	-
10' Soil Boring, sampling, M/C, unit weight	Labor	Bore/Core	\$195.00	-
Laboratory Testing				
Concrete Compressive Strength Cylinders	Laboratory Testing	Test	\$14.00	--
Masonry Compressive (2" Cube & 3" Cylinder)	Laboratory Testing	Test	\$18.00	--
CMU Prism Strength	Laboratory Testing	Test	\$45.00	--
Core Density Determination	Laboratory Testing	Test	\$30.00	--
Tensile Strength Ratio of Gyrotory Sample	Laboratory Testing	Test	\$125.00	--
Asphalt content by ignition oven (with gradation)	Laboratory Testing	Test	\$130.00	--
Extraction analysis of asphalt samples (with gradation)	Laboratory Testing	Test	\$140.00	--
Bulk Specific Gravity (T166)	Laboratory Testing	Test	\$80.00	--
Maximum Specific Gravity (T209)	Laboratory Testing	Test	\$85.00	--
Washed Aggregate Sieve Analysis (C117 & C136)	Laboratory Testing	Test	\$75.00	--
Dry Aggregate Sieve Analysis (C136)	Laboratory Testing	Test	\$65.00	--
Aggregate Unit Weight (C29)	Laboratory Testing	Test	\$40.00	--
Moisture of soil/aggregate samples	Laboratory Testing	Test	\$4.00	--
Atterberg limit (liquid and plastic limits)	Laboratory Testing	Test	\$85.00	--
Unconfined compressive strength of selected soil samples	Laboratory Testing	Test	\$10.00	--
Unconfined compressive strength (D2166)	Laboratory Testing	Test	\$45.00	--
Standard Proctor test	Laboratory Testing	Test	\$135.00	--
Modified Proctor test	Laboratory Testing	Test	\$145.00	--
pH Determination of Soil	Laboratory Testing	Test	\$30.00	--
Illinois bearing ratio (IBR test)	Laboratory Testing	Test	\$400.00	--
Combined Hydrometer & Sieve Analysis (ASTM D 422)	Laboratory Testing	Test	\$140.00	--
Organic Content-Wet Combustion	Laboratory Testing	Test	\$85.00	--
CCDD Laboratory Testing (7 - 10 Business Day Turn)	Laboratory Testing	Test	\$1,000.00	--
Includes: VOC, SVOC, PCB, RCRA Metal, Pesticides, pH				
Travel/Misc.				
Nuclear Density Gauge	Equipment	Day	\$35.00	--
Pick-Up/Delivery of Cylinder Samples	Labor	Trip	\$95.00	\$142.50
Supervision and Oversight				
Word Processing/Administrator	Labor	Hour	\$35.00	--
Project Engineer	Labor	Hour	\$80.00	--
Sr. Project Engineer/QA Manager (P.E.)	Labor	Hour	\$90.00	--
Geotechnical Engineer/Consultant	Labor	Hour	\$85.00	--
Principal Engineer	Labor	Hour	\$125.00	--

Notes:

- 1 When construction schedule becomes available, we would be pleased to meet with you to define our specific inspection activities, based on the project specifications.
- 2 Actual time to be expended would be at the direction of the client. Hours over 8 will be assessed the overtime rate indicated (*)
- 3 Saturdays will assess overtime charges of 1.5x regular rate and 2.0x regular rate for Sunday.
- 4 Minimum hourly charges: 4 hours
- 5 All personnel time charges are assessed on a **portal to portal** basis.
- 6 Standby time due to delays beyond CGMT's control will be charged by the hourly rates
- 7 Services cancelled without advanced (3 hour) notice will assess half day minimum charge
- 8 All reports are subject to review by an Engineer.

CGMT Certification and Licenses

PROFESSIONAL DESIGN FIRM

AASHTO



IDOT Prequalification Listing

CONSTR. & GEO. MATRI. TESTING, INC.

Patrick Patel

Phone: (630) 595-1111

Ext:

Is DBE?



60 Martin Lane
Elk Grove Village, IL 60007

Fax: (630) 595-1110

Categories: Geotechnical Services - General Geotechnical Services - Subsurface Explorations, Special Services - Construction Inspection, Special Services - Quality Assurance
HMA Ramp; Aggregate Special Services - Quality Assurance PCC Ramp; Aggregate

IDOT Materials Letter

IDOT Geotechnical Letter



Illinois Department of Transportation
Division of Highways, District 1
301 West Center Street / Schaumburg, Illinois 60196

February 20, 2013

Mr. Patrick Patel, P.E.
President
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

This inspection of your Elk Grove Village facility, Lab #141, was completed on February 16, 2013, by representatives of the Illinois Department of Transportation. The Laboratory is approved for Aggregate, PCC, and HMA Testing.

All tests shall be performed in accordance with the Department's current version of the Manual of Test Procedures for Materials. Any pertinent upcoming tests shall be appropriately noted and certified on state approved forms.

If you have any questions or need additional information, please contact Steve Jones, P.E., at (630) 205-6330.

Very truly yours,

John J. Harrison, P.E.
Deputy Director of Highways,
Region One Engineer

By:
John J. Harrison, P.E.
Materials Control Engineer

DBE



DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
REGION ONE ENGINEER

Patrick C. Patel
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Dear Mr. Patel:

The City of Chicago, your host agency, has reviewed your Current Eligibility Affidavit and supporting documents, and is pleased to inform you that your firm continues to meet the disadvantaged business enterprise (DBE) program certification eligibility standards as set forth in 49 CFR Part 26.

The certification allows your firm to participate in a DBE program under the Department of Transportation's (DOT) program. The participating agency is the Illinois Department of Transportation, the Chicago Transit Authority, Metra, Pace and the City of Chicago.

Your certification is renewed for a five (5) year period, expiring on October 15, 2018. To remain certified with the DOT during this five year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.135(c).

If there is any change in circumstances during the course of your five year certification period that affects your ability to meet size, disadvantaged status, ownership, or other requirements or any material change in the information provided in your initial application, you must provide written notification to this office within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.135(c). Failure to provide this information may also be considered a violation of the terms of the certification.



Illinois Department of Transportation
Division of Highways, District 1
301 West Center Street / Schaumburg, Illinois 60196

Construction & Geotechnical Material Testing, Inc.
60 Martin Lane, Elk Grove Village, IL 60007

The above consultant has the required equipment to perform the following tests (only checked items apply):

Item

Requirements

TOPSOIL: Page 1, A & I, Page 2: Organic content, pH apparatus
LABORATORY: Page 1, B & I, Page 1 & 2 up to Specific Gravity
LAB and FPD: Page 3 & 4

All equipment, as indicated above, has been reviewed and is physically present at the captioned facility. Any exceptions are noted and no approval for that portion is now given. This equipment inspection in no way attests to the ability or qualification of the captioned consultant facility to perform the required tests. Re-inspection is required on an annual basis. This certification expires one year from the signed date below.

This inspection does not relieve you from ASTM inspection requirements which are required for IDOT design work. We will not require full accreditation by the state, but there are four critical tests that impact foundation design, embankment stability analysis, and construction recommendations. The four tests are unconfined compression test (ASTM D 2930), consolidation test (ASTM D 2166), triaxial compression test (ASTM D 2930), and triaxial compression test (ASTM D 2930).

IDOT Representative:

Date:

February 20, 2013

MBE



DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
REGION ONE ENGINEER

Patrick C. Patel
Construction & Geotechnical Material Testing, Inc.
60 Martin Lane
Elk Grove Village, IL 60007

Annual Certificate Expires: October 15, 2013

Dear Mr. Patel:

We are pleased to inform you that Construction & Geotechnical Material Testing, Inc. has been certified as a minority business enterprise (MBE) by the City of Chicago. The MBE certification is valid until October 15, 2013. However, your firm must submit a No Change Affidavit.

As a condition of continued certification during this five year period, you must file an annual No Change Affidavit. Your firm's No Change Affidavit is due by October 15, 2013. Please submit your No Change Affidavit to the City of Chicago at least 60 days prior to the date of expiration. Therefore, you must file your No Change Affidavit by August 15, 2013.

It is important to note that you also have an ongoing obligation to notify the City of Chicago of any changes in ownership or control of your firm or any other fact affecting your firm's eligibility for certification within 30 days of such change. These changes may include but are not limited to a change of address, change of ownership, date of change in ownership, change in firm's status of business operations, and/or other changes that would affect your firm's eligibility.

Please note: your firm must be prepared to have this certification issued and will be subject to periodic audits by the City of Chicago, Business Enterprise Office (BEO).

- For your No Change Affidavit within the required time period.
- Provide notice of any other changes reported available to us within the required time period.
- Notify the City of any changes affecting your firm's certification within 30 days of such change.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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 Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221	CONTACT NAME: John Hunter PHONE (A/C, No, Ext): (847) 296-0655 FAX (A/C, No): (847) 297-7779 E-MAIL ADDRESS: hunterj@crissieins.com														
INSURED Construction & Geotechnical Material Testing 60 Martin Lane Elk Grove Village IL 60007	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Cincinnati Insurance Company</td><td>28665</td></tr><tr><td>INSURER B: StarNet Insurance Company</td><td>40045</td></tr><tr><td>INSURER C: Underwriters at Lloyds, London</td><td></td></tr><tr><td>INSURER D: James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	28665	INSURER B: StarNet Insurance Company	40045	INSURER C: Underwriters at Lloyds, London		INSURER D: James River Insurance Company	12203	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 15-16

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ENP0038369	9/4/2015	9/4/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					\$
A	AUTOMOBILE LIABILITY		EBA0207558	9/4/2015	9/4/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	ENP0038369	9/4/2015	9/4/2016	EACH OCCURRENCE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 0					AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	BNUWC0119784	9/4/2015	9/4/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEA15000	9/4/2015	9/4/2016	Aggregate/ Each Claim \$ 1,000,000
D	Excess Liability		000636541	9/4/2015	9/4/2016	Aggregate/ Each Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Orland Park is listed as Additional Insured per General Liability Form GA233IL 02-07 and Auto Liability Form HA9916 03-12. A Waiver of Subrogation in favor of Additional Insured applies to the General Liability per Form GA233IL 02-7 and Workers Comp. per Form WC000313. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462	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 Anthony F Crissie/JEH <i>Anthony F. Crissie</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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	7
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:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

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:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$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			\$
TOTAL ANNUAL PREMIUM			\$

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 per-

formance 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 employ-

ment-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
- (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 operations 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 reduced 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 on-going 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 behalf 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, ac-

- companying 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. 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 applicable 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 re-

- spects 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 addi-

tional 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 CONDI-**

TIONS) 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Policy Number: BNUWC0119784

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
IL	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:

Policy Number:

Endorsement No.:

Insured Name: Construction & Geotechnical Material Testing, Inc.

Premium:

Insurance Company:

Countersigned by

WC 00 03 13

(Ed. 4-84)