

RESOLUTION NO. 21021

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19678 approved April 26, 2012 and Resolution No. 20672 approved April 23, 2015, entered into an Agreement and Supplemental Agreement for Contract No. I-11-4014 with CH2M Hill, Inc. for Design Corridor Management and Design Section Engineering Services on the Elgin O'Hare Western Access (EOWA).

At the Tollway's request, CH2M Hill, Inc. has submitted a proposal to renew this contract for two years through June 30, 2019, for Design Corridor Management and Design Section Engineering Services, on the Elgin O'Hare Western Access (EOWA) on Contract I-11-4014, increasing the contract upper limit by \$33,000,000.00, from \$70,840,422.00 to \$103,840,422.00. It is necessary and in the best interest of the Tollway to accept the proposal from CH2M Hill, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with CH2M Hill, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by

A large black rectangular redaction box covers the signature area of the Chairman.

Chairman

A handwritten signature in black ink is written over the redacted area and extends below the line.



CH2M
8735 W. Higgins Rd.
Suite 400
Chicago, IL 60631
Tel 773.693.3800
Fax 773.693.3823
www.ch2m.com

April 7, 2016

Illinois State Toll Highway Authority
Mr. Paul Kovacs, P.E.
Chief Engineer
2700 Ogden Avenue
Downers Grove, IL 60515

Attn: Mr. Manar Nashif, P.E.

Subject: Contract I-11-4014
EOWA Design Corridor Management – Supplemental Agreement #2 Proposal

Dear Mr. Nashif:

CH2M is pleased to have the opportunity to provide our proposal for a continuation of Design Corridor Management (DCM) services for the Elgin O'Hare Western Access (EOWA) project, a Project of National and Regional Significance with will greatly enhance the mobility, connectivity, and accessibility of a major U.S. transportation hub.

Supplemental Agreement #2 provides for an extension of ongoing DCM services for a two year term, providing services needed to ensure continued successful delivery of the EOWA, a \$3.4 Billion expansion project included in the Illinois Tollway's *Move Illinois Program*. Details regarding services to be provided during the two year extension term are provided in our proposal.

Since initiation of DCM services in 2012, CH2M has successfully led development and implementation of a fast-track delivery plan for the EOWA, a project with a host of unique features and complexities. The project has achieved many significant milestones to date including:

- ✓ *Fast-track construction start for the EOWA.* Delivered a fast-track construction start plan for the EOWA, enabling advertisement of the first construction contract in April 2013 (IL 390 Noise Walls) and of the first major roadway construction contract in June 2013 (Rohlwing Road at Illinois Route 390 Interchange). The DCM Team developed the overall EOWA implementation plan and helped deliver the fast-track construction start for the EOWA on record pace – construction started within four months of securing federal approval for the projects' Environmental Impact Statement/Record of Decision.
- ✓ *On-schedule and on-budget delivery of usable segments of the EOWA.* The DCM team has proactively managed the EOWA to enable on-schedule and on-budget delivery providing benefits to Tollway customers. The first segment of the EOWA project, Illinois Route 390 from US 20 (Lake Street) to IL 53 (Rohlwing Road) is on-schedule for completion and start of tolling on July 1, 2016. The second segment, Illinois Route 390 from IL 53 to IL 83 (Busse Road) is under construction and on-schedule for completion and start of tolling in Fall 2017.
- ✓ *Successful delivery of final design for the Illinois Route 390 at I-290 interchange area.* The DCM team delivered final design plans for the section of Illinois Route 390 between Meacham/Medinah Road and Prospect Avenue which is currently under construction. This assignment posed several unique challenges including fast-track design (for example, a 12 month final design for the Rohlwing Road Interchange) and significant design and agency coordination complexities.
- ✓ *Land acquisition program advanced to support on-time project delivery.* Our team has supported the Illinois Tollway and others in advancing acquisition of approximately 320 right-of-way parcels from private and public property owners. With DCM assistance, 157 parcels acquisitions representing about 50 percent of the total additional needed right-of-way for the EOWA have been secured.



- ✓ *Facilitated extensive agency and public outreach program with the goal of providing timely and accurate information to customers, sustaining agency support and securing required permits and agreements.* Through over 300 external meetings to date, our team has provided proactive engagement and communications support with Tollway customers, the public and involved stakeholders. This outreach has helped sustain broad support for the EOWA and aided in securing approvals of over 30 multi-party intergovernmental agreements to date.
- ✓ *Advanced project implementation in conformance with overall financial plan objectives.* CH2M has proactively managed the EOWA Financial Plan and provided required technical and policy support related to funding and in-kind contributions from non-Tollway funding sources. To date, over 45 percent of the anticipated \$300 Million funding by-others has been secured.

CH2M remains fully committed to guide and manage successful delivery of the EOWA with the goal of successfully achieving additional major milestones in the coming two years, including the following:

- ✓ *Complete delivery and initiate toll collection for two major segments.* Complete construction and initiate tolling for the improved Illinois Route 390 from US 20 to IL 53 segment on July 1, 2016. Complete construction and initiate tolling for the new Illinois Route 390 from IL 53 to IL 83 segment in Fall 2017.
- ✓ *Complete design and initiate construction for four major segments.* Complete design completion and advance construction for four additional major segments of the EOWA – the new Illinois Route 390 and Western Access segment between IL 83 and IL 19 including the new O’Hare Western Access interchange; the improved I-294 at IL 64 interchange; the new Touhy Avenue bridges and corridor improvements (being delivered in collaboration with Cook County); the new Western Access segment between I-294 and Franklin Avenue/Green Street. When combined with the two previously completed segments, over 60 percent of the EOWA’s overall construction will be ongoing or completed.
- ✓ *Advance design for the remaining two major project segments.* Initiate and advance design for the two remaining major project segments – the new Western Access segment between Franklin Avenue/Green Street and IL 19, and the new Western Access segment between Illinois Route 390 and I-90. By 2018, over 80 percent of the EOWA’s overall design will be ongoing or completed.
- ✓ *Secure required land from O’Hare Airport, including associated agreements and approvals from the City of Chicago and the Federal Aviation Administration.* Support the Illinois Tollway with completing of right-of-way acquisition activities with the City of Chicago and with securing Federal Aviation Administration approval for the associated Land Use Release at O’Hare International Airport.
- ✓ *Continue on-schedule and on-budget delivery of the EOWA project.* By 2018 over 80 percent of design phase activities and over 60 percent of construction for the EOWA will be ongoing or completed.

We thank you for the continued opportunity to assist the Illinois Tollway with the EOWA project. CH2M remains fully committed to provide high-quality and innovative solutions, to proactively manage on-time and on-budget delivery, and to effectively address future delivery challenges.

Sincerely,

CH2M



Lidia Pilecky, P.E.
Project Manager

STATE OF ILLINOIS CONTRACT RENEWAL

I-11-4014

Elgin O'Hare Western Bypass Tollway
Design Corridor Manager

The undersigned Agency and Vendor, The Illinois State Toll Highway Authority and CH2M Hill, Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: CH2M Hill, Inc.	Address: 8735 W. Higgins Road, Suite 400 Chicago, IL 60631
Signature:	Phone: 352-384-7124
Printed Name: John Maxfield	Fax: 352-271-4691
Title: Vice President	Email: John.Maxfield@ch2m.com
Date: 4/21/16	

STATE OF ILLINOIS

Procuring Agency: Illinois State Toll Highway Authority	Phone: 630-241-6800
Street Address: 2700 Ogden Ave.	Fax: 630-241-6105
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Printed Name: Linda Collins	
Official's Title: General Manager of Engineering	
Legal Signature:	Date:
Legal Printed Name: David Goldberg	
Legal's Title: General Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Michael Colsch	

Fiscal's Title: Chief of Finance	
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STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# N/A Project Title Elgin O'Hare Western Access Tollway Design Corridor Manager

Contract # I-11-4014 Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22038440 IPB Publication Date: Award Code:

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source Obligation #

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): Contract number I-11-4014 - Design Corridor Management Services for the Elgin O'Hare Western Bypass Tollway
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein. No revisions to the terms other than extended the expiration date of the contract and added funds.
3. **RENEWAL TERM:** This RENEWAL shall run through June 30, 2019.
4. **COSTS** (describe calculation and/or cost basis, if applicable): Click here to enter text.
5. **SUBCONTRACTORS:** Will subcontractors be utilized? Yes No
 - Subcontractor Name: Alfred Benesch & Company
Amount to be paid: \$48,738.00 remaining from original contract, \$0 in renewal
Address: 205 N. Michigan Ave. Chicago, IL 60601
Description of work: Geometry analysis, capacity study, design coordination.
 - Subcontractor Name: American Surveying & Engineering, P.C.
Amount to be paid: \$232,068.04 remaining from original contract, \$3,619,939.80 in renewal
Address: 841 N Galena Ave Suite 100 Dixon, IL 61021
Description of work: Program controls, land acquisition support, external agency coordination, quality management, administrative support, corridor manual and design guideline updates.
 - Subcontractor Name: Christopher B. Burke Engineering, Ltd.
Amount to be paid: \$28,906.59 remaining from original contract, \$286,204.20 in renewal
Address: 9575 W Higgins Road Rosemont, IL 60018
Description of work: Contract management, quality management, administrative support, permitting support.
 - Subcontractor Name: Delta Engineering Group, LLC.
Amount to be paid: \$247,594.10 remaining from original contract. \$0 in renewal.
Address: 111 W. Jackson, Suite 910, Chicago IL 60604
Description of work: ITS and fiber optic and electrical design.
 - Subcontractor Name: EJM Engineering, Inc.
Amount to be paid: \$12,661,28 remaining from original contract, \$420,000.00 in renewal

Address: 411 S. Wells St. Suite 1000 Chicago, IL 60607

Description of work: Design upon request as needed.

- Subcontractor Name: FluidClarity, Ltd.

Amount to be paid: \$1,184.41 remaining from original contract, \$396,021.08 in renewal

Address: 1144 Lake Street, Suite 303 Oak Park, IL 60301

Description of work: Design reviews, contract management, quality management, administrative support, intergovernmental agreements support.

- Subcontractor Name: HBK Engineering, LLC

Amount to be paid: \$98,904.74 remaining from original contract, \$495,932.00 in renewal

Address: 921 W Van Buren, Suite 1000 Chicago, IL 60607

Description of work: Utility coordination, contract management, quality management, administrative support, corridor manual and design guideline updates.

- Subcontractor Name: Knight E/A, Inc.

Amount to be paid: \$218,620.22 remaining from original contract, \$3,714,050.00 in renewal

Address: 221 N LaSalle Street Suite 300, Chicago, IL 60601

Description of work: Design reviews, agency coordination, utility coordination, construction engineering coordination, corridor manual and design guidelines update, corridor wide concept design updates,

- Subcontractor Name: Landrum & Brown, Inc.

Amount to be paid: \$11,765.63 remaining from original contract, \$49,310.60 in renewal

Address: 8755 W. Higgins Road, Suite 850 Chicago, IL 60631

Description of work: contract management, quality management, administrative support, intergovernmental agreements support

- Subcontractor Name: Lin Engineering, Ltd.

Amount to be paid: \$24.59 remaining from original contract, \$1,330,897.60 in renewal

Address: 576 Oakmont Lane Westmont, IL 60559

Description of work: Design upon request as needed

- Subcontractor Name: Primera Engineering, Ltd.

Amount to be paid: \$1,184.41 remaining from original contract, \$1,879,260.00 in renewal

Address: 100 South Wacker Drive Ste700 Chicago, IL 60606

Description of work: Land acquisition support, document management, DSE/DUR project management, contract management, quality management, administrative support, corridor-wide element concept design updates, permitting support, design upon request as needed.

- Subcontractor Name: Raimonde Drilling Corp.

Amount to be paid: \$229,540.50 remaining from original contract, \$0 in renewal

Address: 770 Factory Road, First Floor, Addison, IL 60126

Description of work: Drilling, Borings & Sampling

- Subcontractor Name: Regina Webster & Associates, Inc.

Amount to be paid: \$136,201.51 remaining from original contract, \$1,336,511.00 in renewal

Address: 8619 W. Bryn Mawr Ave, Suite 602 Chicago, IL 60631

Description of work: Program controls and funding plan support, design reviews, document management, contract management, quality management, administrative support, design upon request as needed.

- Subcontractor Name: STV, Inc.

Amount to be paid: \$84,742.04 remaining from original contract, \$556,258.00 in renewal

Address: 200 W Monroe, Suite 1650 Chicago, IL 60606

Description of work: Design review, agency coordination, contract management, quality management, administrative support, corridor manual and design guidelines update, railroad agreement support

- Subcontractor Name: Wang Engineering, Inc.

Amount to be paid: \$14,379.01 remaining from original contract, \$800,000.00 in renewal

Address: 1145 N. Main Street Lombard, IL 60148

Description of work: Geotechnical engineering services, design upon request as needed

- Subcontractor Name: Wynndalco Enterprise, LLC.

Amount to be paid: \$88,271.16 remaining from original contract, \$0 in renewal

Address: 400 N. Michigan, Suite 500, Chicago, IL 60611

Description of work: Design services for structural foundations, ITS devices, landscaping, fencing, erosion control and as needed services for ITS and fiber optics.

- 5.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 5.2. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: CH2M HILL, INC.

Business Name: CH2M HILL, INC.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number : 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative 

Date: Wednesday, April 20, 2016

STATE OF ILLINOIS CONTRACT RENEWAL

I-11-4014

Elgin O'Hare Western Bypass Tollway
Design Corridor Manager

The undersigned Agency and Vendor, The Illinois State Toll Highway Authority and CH2M Hill, Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

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Signature:	Phone: 352-384-7124
Printed Name: John Maxfield	Fax: 352-271-4691
Title: Vice President	Email: John.Maxfield@ch2m.com
Date: 4/21/16	

STATE OF ILLINOIS

Procuring Agency: Illinois State Toll Highway Authority	Phone: 630-241-6800
Street Address: 2700 Ogden Ave.	Fax: 630-241-6105
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date:
Printed Name: Linda Collins	
Official's Title: General Manager of Engineering	
Legal Signature:	Date:
Legal Printed Name: David Goldberg	
Legal's Title: General Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Michael Colsch	

Fiscal's Title: Chief of Finance	
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STATE USE ONLY	NOT PART OF CONTRACTUAL PROVISIONS
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PBC# N/A	Project Title Elgin O'Hare Western Access Tollway Design Corridor Manager
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Contract # I-11-4014	Procurement Method (IFB, RFP, Small, etc): RFP
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IPB Ref. # 22038440	IPB Publication Date:	Award Code:
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Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Funding Source	Obligation #
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CPO 33 – General Counsel Approval:

Signature	Printed Name	Date
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STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: CH2M HILL, INC.

Business Name: CH2M HILL, INC.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: Wednesday, April 20, 2016

Nava, Elvia

From: Nashif, Manar
Sent: Friday, June 10, 2016 4:15 PM
To: Davis-Adams, Linda; Nava, Elvia
Subject: FW: EOWA DCM Contract Supplemental Agreement #2 (I-11-4014) - Exhibit D Revisions and Backup
Attachments: SU_CH2M_RB_4014-SA2RevExhibitD_06092016.pdf; SU_CH2M_RB_4014-SA2ExhibitD-Edits_06092016.pdf
Importance: High

Linda/Elvia, See below and attached. I discussed the direct costs with CH2M and those which are part of the cost of doing business were removed as described below. I concur with the revised Exhibit D attached above (1st attachment). Let me know if you need more information. Thanks,

Manar Nashif, P.E.

Illinois Tollway
2200 Western Court, Suite 120
Lisle, Illinois 60532

Office: 630-241-6800 x3841 Main: 630-241-6800 Cell 630-303-8608

From: Rebecca.Belvisi@ch2m.com [mailto:Rebecca.Belvisi@ch2m.com]
Sent: Thursday, June 09, 2016 6:24 PM
To: Nashif, Manar
Cc: Lidia.Pilecky@CH2M.com
Subject: EOWA DCM Contract Supplemental Agreement #2 (I-11-4014) - Exhibit D Revisions and Backup
Importance: High

Manar –

CH2M has reviewed the itemized direct costs identified in our most recent submittal of proposal materials for the captioned contract and determined that the following categories should be removed:

- Report assembly, bindings, covers – these are covered via the Tollway's list of Allowable Direct Costs
- Outside scanning services - not anticipated to be required for CH2M Supplemental Agreement #2 services
- Presentation boards – this is covered via the Tollway's list of Allowable Direct Costs
- Sampling equipment (pumps, water quality, GPS camera) - not anticipated to be required for CH2M Supplemental Agreement #2 services
- Personal protective disposable equipment/clothes, PPE, gloves, expendables – not anticipated to be required for CH2M Supplemental Agreement #2 services
- 55 gallon drums for investigative derived waste - not anticipated to be required for CH2M Supplemental Agreement #2 services
- Health & Safety Equipment (PID, Multi-Rae) - not anticipated to be required for CH2M Supplemental Agreement #2 services
- Project-specific disposables - not anticipated to be required for CH2M Supplemental Agreement #2 services

A copy of Exhibit D with the noted items shown as deletions is attached.

With regard to the remaining itemized direct cost categories, we offer the following as justification that these costs are project-specific requirements which will be provided as-required, and which should be considered as eligible for reimbursement:

- Train/taxi fare, transit – other EOWA-related travel costs (in addition to vehicle rental and mileage-based allowable direct cost categories)
- Printing – printing costs for EOWA-related agency coordination and public involvement events
- CD's/DVD's – costs for CDs/DVDs required for transmittal of EOWA-related materials and files to external stakeholders and agencies
- Temporary help/contract labor – CH2M temporary help/contract labor staff assigned for EOWA-related contract reimbursable services
- Permitting fees – EOWA-related permitting fees
- Permit application fees – EOWA-related permit application fees
- Railroad agreement fees & reimbursements - EOWA-related railroad agreement fees and reimbursements
- Utility agreement fees & reimbursements – EOWA-related utility fees and reimbursements
- Aerial videography, historic data – costs of securing EOWA-related videography and historic data from outside sources
- Security services for EOWA-related public involvement events
- A-V production – production of audio-visual products (for example videos) for EOWA-related public involvement events and communications
- Mobile App Development/Support – production of mobile apps for EOWA-related public involvement events and communications
- Translation Services – translator services for EOWA-related public involvement events and communications
- Utility Clearance Services (for PSI) – utility location services for field investigations
- Title commitments – purchase of title commitments for EOWA-related land acquisition
- Media and public outreach event supplies – purchase of materials and rental of equipment for media and public outreach events, as directed by Tollway
- Construction outreach event provisions- purchase of provisions and rental of equipment for construction outreach events, as directed by Tollway
- EcoSys, DcNatty, and MLM Project Services – purchase of EOWA-related program control support services per Tollway-prescribed requirements
- EcoSys Software – purchase of EOWA-related program controls software licenses per Tollway-prescribed requirements
- Office Space Rental – payment of EOWA-assigned office space in PMO offices, per Tollway prescribed requirements
- Monthly Vehicle Rental for O'Hare Airport Work - rental of vehicles for CH2M field personnel to comply with O'Hare site access and work requirements
- Airline baggage fees – fees for required and Tollway approved staff air travel related to EOWA
- Airspace evaluation - vendor services for performance of EOWA-related airspace analyses at O'Hare Airport
- Geo-probe – vendor services for performance of EOWA-related field investigations

Rebecca Belvisi
D 1 773 458 2868

CH2M
8735 W. Higgins Road, Suite 400
Chicago, IL 60631
www.ch2m.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#)

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EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 55.00</u>	X	<u>300</u>		<u>\$ 16,500.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.540</u>	X	<u>25,000</u>		<u>\$ 13,500.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 30,000.00</u>
------------------------------------	--	--	--	--	---------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 188,249.02

http://www.illinoistollway.com/documents/10157/36206/LG_TOL_LWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

Train/Taxi Fare, Transit

Printing

Report Assembly, Binding, Covers

Outside Scanning Services

CDs/DVDs (includes repro)

Temporary Help/ Contract Labor

Permitting fees (various agencies)

Permit application fees

Railroad agreement fees & reimbursements

Utility agreement fees & reimbursements

Aerial Videography, Historic Data

Presentation Boards

Project Specific Disposables

See attached

TOTAL ITEMIZED DIRECT COSTS					<u>\$ 582,580.20</u>
------------------------------------	--	--	--	--	----------------------

Itemized Direct Costs (Continued)

Security

A-V Production

Mobile App Development/ Support

Translation Services

Utility Clearance Services (for PSI)

~~Health & Safety Equipment (PID, Multi-rae)~~

~~Sampling equipment (pumps, water quality, GPS camera)~~

~~Personal protective disposable equipment/ clothes, PPE, gloves, expendables~~

~~55-gallon Drums for investigative derived waste~~

Title commitments

Media and public outreach event supplies

Construction outreach event provisions

EcoSys, D.R. McNatty, and MLM Project Services

EcoSys Software

Office Space Rental

Monthly vehicle rental for O'Hare Airport work

Airline baggage fees

Airspace evaluation (vendor)

Geo-probe (vendor)

(Actual cost for all)

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

**American Surveying
& Engineering, P.C.**

Coventine Fidis
150 N. Wacker Dr., Ste.
2650
Chicago, IL 60606

County: Cook

Email: c.fidis@americansurvey.com

Phone: (312) 277-2000

Fax: (312) 277-2002

Categories: Architecture\Engineering, Construction,
Professional

NAICS	Speciality
238910-Site Preparation Contractors	238910- MISC: CONSTRUCTION LAYOUT AND STAKING
531210-Offices of Real Estate Agents and Brokers	531210- MISC: REAL ESTATE NEGOTIATOR
541320-Landscape Architectural Services	541320- URBAN PLANNING
541330-Engineering Services	541330- LOCATION DRAINAGE
541370-Surveying & Mapping (except Geophysical) Serv.	SUBSURFACE UTILITY ENGINEERING
541620-Environmental Consultant Services	ROADS AND STREETS FREEWAYS
541690-Other Scientific & Technical Consulting	WATERWAYS: TYPICAL WATERWAYS: COMPLEX CONSTRUCTION INSPECTION
	541370- SURVEYING
	541620- SANITARY ENGINEERING
	541690- TECHNICAL TRAINING



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

August 24, 2015

Joan Berry
EJM Engineering Inc.
411 S. Wells Street, STE 1000
Chicago, IL 60607-3927

Dear Ms. Berry:

Metra has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **August 21, 2016**. Notification will be sent to you sixty (60) days prior to this date.

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

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

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

NAICS Code: 541330, 541320, 541614

- Specialty: 541330 – Civil, Including Highways, Roads and Streets;
Traffic Signals and Transit Facilities;
Reconstruction/Major Rehabilitation;
Studies: Traffic, Safety, Feasibility, Location and Design;
Electrical, Including Lighting;
Structural and Engineering Design;
Construction Management and Inspection;
- 541320 – Urban Planning Services;
Studies: Transportation Planning and Mass Transit
- 541614 – Transportation Management Consulting Program Management and Project Management

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

Sincerely,

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

JRT:dr/kb

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **Fluidclarity Ltd., DBA FluidClarity**
 Owner **Marion E Kessy**
 Address **1144 W. Lake Street**
 > [Map This Address](#) **Suite 303**
Oak Park, IL 60301-1043
 Phone **708-383-3500**
 Fax **708-383-3549**
 Email **admin@fluidclarity.com**
 Website **<http://www.fluidclarity.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **2/2/2016**
 Renewal/Anniversary Date **10/7/2016**
 Expiration Date **10/7/2016**
 Certified Business Description **Engineering Consulting Services; Feasibility Studies; Design and Planning Services**

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NIGP 90735	Designing Services
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 91846	Feasibility Studies (Consulting)
NIGP 92517	Civil Engineering
NIGP 92533	Engineer Services, Professional (Inactive, effective January 1, 2016)
NIGP 92535	Environmental Engineering
NIGP 92538	Field Engineering
NIGP 92597	Water Supply, Treatment, and Distribution/Engineering

Customer Support

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DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 23 2015

Marion E. Kessy
FluidClarity, Ltd.
1144 W. Lake Street, Suite 303
Oak Park, IL 60301-1043

Dear Marion E. Kessy:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **FluidClarity, Ltd.**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 23 and 26. Your next No Change Affidavit is due **March 1, 2016**.

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

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

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s)

541330 Engineering services

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>.



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2014

Paul B. Lin
Lin Engineering, LTD.
576 Oakmont Lane
Westmont, IL 60559

Dear Mr. Lin:

We are pleased to inform you that **Lin Engineering, LTD.** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/30/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **04/30/2015, 04/30/2016, 04/30/2017, and 04/30/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/30/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/28/2019**.

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

90

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

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

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

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

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

NAICS Code(s):

541330 – Engineering Services

541370 – Surveying & Mapping (except geophysical) Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/dw



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 24 2013

Michael DeSantiago
Primera Engineers, Ltd.
100 S. Wacker Drive
Chicago, IL 60606

Dear Mr. DeSantiago:

We are pleased to inform you that **Primera Engineers, Ltd.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **07/15/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **07/15/2014, 07/15/2015, and 07/15/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/15/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/15/2017**.

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

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

*Je
D.W.*

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

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

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

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

NAICS Code(s):

236220 – Construction Management, Commercial and Institutional Building

541310 – Architectural (except landscape) Design Services

541330 – Engineering Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Just

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **Regina Webster & Associates, Inc.**
 Owner **Regina Webster**
 Address **8619 West Bryn Mawr Avenue**
 > [Map This Address](#) **Suite 602**
Chicago, IL 60631
 Phone **773-283-2600**
 Fax **773-283-2602**
 Email **rwebster@rwaengineers.com**
 Website **<http://rwaengineers.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **11/21/2012**
 Renewal/Anniversary Date **12/30/2013**
 Expiration Date **10/5/2016**
 Certified Business Description **Civil Engineering and Civil Engineering Consulting;
 Transportation Consulting Engineer; Construction Inspection;
 Project Management**

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services
NAICS 541330	Construction engineering services
NAICS 541330	Engineering design services
NAICS 541330	Engineering services
NAICS 541330	Traffic engineering consulting services
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 91896	Transportation Consulting
NIGP 92517	Civil Engineering
NIGP 92555	Inspecting, General/Engineering

Customer Support

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Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

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Wang Engineering, Inc. **Email:** pwang@wangeng.com
Phone: (630) 953-9928

Paul Wang **Fax:** (630) 953-9938
 1145 N. Main St.
 Lombard, IL 60148

County: DuPage

Categories: Architecture\Engineering

NAICS	Speciality
541330-Engineering Services	541330- CONSTRUCTION INSPECTION
541360-Geophysical Surveying & Mapping Services	QA AGGREGATE/HMA/PCC QA PCC & AGGREGATE QA HMA & AGGREGATE
	541360- SUBSURFACE EXPLORATIONS
	GENERAL GEOTECHNICAL SERVICES
	STRUCTURE GEOTECHNICAL REPORTS
	COMPLEX GEOTECHNICAL/MAJOR FOUNDATION

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Version: 1.1.27.5458

I-11-4014

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
 SECRETARY OF STATE

CORPORATION FILE DETAIL REPORT

Entity Name	CH2M HILL ENGINEERS, INC.	File Number	63472093
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	04/06/2004	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	03/01/2007
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	FRANK C GROSS JR 14701 ST MARYS LN #300 HOUSTON TX 77079
Agent City	CHICAGO	Secretary Name & Address	SARAH K HILTY 9191 S JAMAICA ST ENGLEWOOD CO 80112
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	04/05/2016	For Year	2016
Assumed Name	INACTIVE - INDUSTRIAL DESIGN CORPORATION INACTIVE - INDUSTRIAL DESIGN & CONSTRUCTION ACTIVE - LOCKWOOD GREENE ENGINEERS INACTIVE - CH2M HILL INDUSTRIAL DESIGN CORPORATION		
Old Corp Name	08/27/2007 - LOCKWOOD GREENE ENGINEERS, INC.		

[Return to the Search Screen](#)

(One Certificate per Transaction)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.cyberdriveillinois.com)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:54 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-11-4014

Amer. Survey

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:55 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Nava, Elvia

I-11-4014

From: Nash, Janiqua V
Sent: Friday, May 06, 2016 12:12 PM
To: Nava, Elvia
Subject: Christopher B. Burke, Engineering, Ltd. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:05 05/06/16

ACTION: S

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

DISCLAIMER:

AS OF 05/06/16 AT 12:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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I-11-4014

EJM

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-11-4014

Fluidclarity

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Nava, Elvia

I-11-4014

From: Nash, Janiqua V
Sent: Friday, May 06, 2016 12:13 PM
To: Nava, Elvia
Subject: HBK Engineering, LLC [REDACTED]

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:05 05/06/16

ACTION: S

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

DISCLAIMER:

AS OF 05/06/16 AT 12:12 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-11-4014

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, May 06, 2016 12:13 PM
To: Nava, Elvia
Subject: Knight E/A, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:05 05/06/16

ACTION: S

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

DISCLAIMER:

AS OF 05/06/16 AT 12:12 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-11-4014

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, May 06, 2016 12:13 PM
To: Nava, Elvia
Subject: Landrum & Brown, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:05 05/06/16

ACTION: S

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

DISCLAIMER:

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I-11-4014

Nava, Elvia

From: Nash, Janiqua V
Sent: Wednesday, April 20, 2016 3:21 PM
To: Nava, Elvia
Subject: Lin Engineering, Ltd. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:20 04/20/16

ACTION: S

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

DISCLAIMER:
AS OF 04/20/16 AT 15:20 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-11-4014

Primera Eng

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= *** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:57 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-11-4814

Regina Webster

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= ***

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

I-11-4014

Nava, Elvia

From: Nash, Janiqua V
Sent: Friday, May 06, 2016 12:14 PM
To: Nava, Elvia
Subject: STV, Inc. [REDACTED]

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:05 05/06/16

ACTION: S

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

DISCLAIMER:

AS OF 05/06/16 AT 12:13 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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I-11-4014

Wang Eng.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:33 04/14/16

ACTION: S

VENDOR NUMBER= ****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/14/16 AT 16:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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DESIGN SECTION ENGINEER
SECOND SUPPLEMENTAL AGREEMENT/FIRST RENEWAL

The Board of Directors, on the 28th day of April, 2016, authorized this **SECOND SUPPLEMENTAL AGREEMENT** to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **CH2M HILL, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter sometimes referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the TOLLWAY selected the DESIGN SECTION ENGINEER from **PSB 11-3, Item 2**, and DESIGN SECTION ENGINEER entered into an agreement on **April 26, 2012**, to provide design section engineering services (hereinafter "Services") for Contract No. **I-11-4014** for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager**; and

WHEREAS, additional supplemental Services are necessary due to the increased scope of the work; and

WHEREAS, DESIGN SECTION ENGINEER has submitted a proposal dated **April 7, 2016**, a copy of which is attached hereto as Exhibit "1", to provide said additional Services, and it is in the best interest of the TOLLWAY to accept said proposal.

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

ARTICLE I

General Provisions

Except as modified or changed herein, all terms, provisions and conditions contained in the original agreement between the TOLLWAY and the DESIGN SECTION ENGINEER dated **April 26, 2012** ("Original Agreement") and commonly referred to as Contract No. **I-11-4014**, shall govern this agreement and be in full force and effect, however, any changes to multipliers, unit costs, prices and/or rates of compensation shall only be applied to Services rendered solely under this Supplement pursuant to changes in the scope of work. The supplemental proposal attached as Exhibit "1" is hereby made a part of this Supplemental Agreement.

ARTICLE II

Time of Performance

The DESIGN SECTION ENGINEER shall perform the services herein in accordance with the schedule included at Exhibit "A" in the attached proposal. This contract amendment / renewal extends the period of performance through **June 30, 2019**.

ARTICLE III

Reaffirmation of Original Agreement

All covenants and agreements contained in the Original Agreement made and entered into by and between the TOLLWAY and DESIGN SECTION ENGINEER and all prior Supplemental Agreements, if any, to provide Services for Contract No. **I-11-4014** for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager** are reaffirmed and shall govern this Agreement as if fully set forth herein, it being the intent that this Agreement shall be a supplement to said agreement(s).

ARTICLE IV

Record Retention and Audit

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

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

Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

ARTICLE V

Compensation

The upper limit of compensation for said supplemental Services for Contract No. **I-11-4014** for **Elgin O'Hare Western Bypass Tollway, Design Corridor Manager** performed by the DESIGN SECTION ENGINEER under the Original Agreement and including the services set forth herein, is hereby increased from **\$70,840,422.00** by **\$32,998,972.48** to **\$ 103,839,394.48**

ARTICLE VI

Report of a Change in Circumstances

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this **SECOND SUPPLEMENTAL AGREEMENT** for I-11-4014 the day and year first above written.

THE ILLINOIS STATE TOLL
HI

CH2M HILL INC

[Redacted Signature]

[Redacted Signature]

By
Chair/Executive Director - Signature
Robert Schillerstrom/Greg Bedalov

7/5/16
Date

President - Signature

4/21/16
Date

VICE PRESIDENT

JOHN MAXFIELD

Printed Name as Signed Above

APPROVED:

[Redacted Signature]

6/30/16
Date

Chief of Finance - Signature
Michael Coisch

APPROVED:

[Redacted Signature]

6/29/16
Date

General Counsel - Signature
David Goldberg

Approved as to Form and Constitutionality

[Redacted Signature]

6-29-2016
Date

Attorney General, State of Illinois - Robert Lane - Signature

**PROPOSAL
TO THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR SUPPLEMENTAL DESIGN SECTION ENGINEER'S SERVICES**

FOR CONTRACT NO. I -11-4014

This proposal, dated 4/7/2016, is submitted by CH2M HILL, Inc.
(Firm Name)

of Chicago, Illinois for Design Section Engineer's Service.
(City & State)

LOCATION OF DESIGN SECTION

The location of the construction Contract I - 11 - 4014 for which we propose to provide Design Section Engineering Services is from Mile Post ___ to Mile Post ___ on the Elgin O'Hare West Bypass Tollway(s), in DuPage and Cook Counties, Illinois.

REAFFIRMATION OF ORIGINAL AGREEMENT

All terms of the original agreement and any amendments thereto are hereby reaffirmed except as herein modified.

SCOPE OF SUPPLEMENTAL DESIGN ENGINEERING SERVICES

The Supplemental Engineering Services, more fully detailed in *Exhibit F*, attached hereto, will be executed in conformance with the terms contained in the original agreement for DESIGN SECTION ENGINEER's Services except where herein modified.

FEE PROPOSAL

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

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

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

AGREEMENT LIMITS

The following limits contained in the existing agreement are amended as follows:

The Upper Limit Compensation shall be increased

from \$70,840,422.00 by \$32,998,972.48 to \$103,839,394.48.

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

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

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

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

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

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

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

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

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

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

PARTIAL PAYMENTS

Partial payments to the DESIGN SECTION ENGINEER shall be made in accordance with the terms of the original agreement except that reference to the Total Estimated Fee and Upper Limit of Compensation, shall be interpreted to be the Amended Total Estimated Fee and Amended Upper Limit of Compensation.

REVISIONS TO SUPPLEMENTAL SCOPE OF WORK

The scope of supplemental work shall be as detailed in *Exhibit F*. All requirements of the SCOPE OF WORK contained in the original agreement for services shall apply to this supplemental work as well.

**THIS PROPOSAL FOR SUPPLEMENTAL DESIGN SECTION ENGINEERING
SERVICES FOR**

CONTRACT I-11-4014

SUBMITTED BY:


FIRM NAME: CH2M HILL, Inc.

ADDRESS: 8735 W. Higgins Road, Suite 400

CITY, STATE: Chicago, IL

TELEPHONE: (352) 384-7124

FACSIMILE: (352) 271-4961

SIGNED BY: 

PRINTED NAME: John Maxfield

TITLE: Vice President

Biggs, Susan

From: Ryan, Mary Jo
Sent: Thursday, May 05, 2016 9:12 AM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: I-11-4014 - CH2M Hill Inc. - MAY Board - Disclosure Review, IPB# 22038440

Sue,

Disclosures are approved to move forward for the following:

- 1) CH2M Hill, Inc.

Thank you for following up with the approval statement.

Thank you,

Mary Jo Ryan
Assistant to Sr. State Purchasing Officer
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Office: 630-241-6800 x 2644
Email: mjryan@getipass.com

From: Ryan, Mary Jo
Sent: Monday, April 25, 2016 12:08 PM
To: Biggs, Susan
Cc: Lanzo, Paul
Subject: RE: I-11-4014 - CH2M Hill Inc. - MAY Board - Disclosure Review, IPB# 22038440
Importance: High

Sue,

At this time, I cannot proceed with these disclosures.

For #24 of the IPG financial disclosures, the vendor has identified adverse civil judgments and/or administrative findings. Per Vicky, if a vendor responds yes to Questions 1-5 in Step 7 of Forms A or Questions 21 through 25 of Forms B, she will need an approval statement from someone in Engineering that they have reviewed the information disclosed and that the Tollway still wants to proceed with the contract if the Tollway has no issue with the information disclosed.

An approval statement will be required for every contract or renewal, primes and/or subcontractors. Vicky is asking that the statement is submitted with the disclosures before they are sent to me.

If you have any questions, please see Linda 'Po'.

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CH2M Hill, Inc.

System Vendor Number: 20007368

[Return to Main Form](#)

Vendor Registration

Form Name	A - B. Business Information & Additional Information
Description	Complete section A and B, in order to submit this form.
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M Hill, Inc.
Point of Contact	Rebecca Belvisi
Flag Form	Add Flag

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	PDF
2. Name of CEO/Business Owner	Jacqueline Hinman	PDF
3. Annual sales/gross receipts	6,100,000,000	PDF
4. When was your business established?	01/05/1948	PDF
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	PDF
6. Contact Person for this vendor registration	Aaron Chanowitz	PDF
Contact Person Title	Vice President	
Contact Person Phone	773-458-2813	
Contact Person Email	aaron.chanowitz@ch2m.com	

B. Additional Information

1. Is your business registered with any of the following State of Illinois programs?	Not applicable/not registered	PDF
--	-------------------------------	---------------------

Additional Information

Staff Attached File(s)

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CH2M HILL, Inc.

System Vendor Number: 20007368

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Vendor Registration

Form Name	C. Small Business Set-Aside Program
Description	Complete the Small Business Set-Aside Program form
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M HILL, Inc.
Point of Contact	Rebecca Belvisi
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	No	
--	----	---

Additional Information

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CH2M Hill, Inc.

System Vendor Number: 20007368

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Vendor Registration

Form Name	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
Description	Complete section D and E, in order to submit this form.
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M Hill, Inc.
Point of Contact	Rebecca Belvisi
Flag Form	Add Flag

D. Department of Human Rights (DHR)

1. Highest number of employees (including full and part time employees) at any time during the past year	4795	<input type="checkbox"/>
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 9904901 7/25/2019	<input type="checkbox"/>

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered and in good standing with the Illinois Secretary of State	<input type="checkbox"/>
---	---	--------------------------

Additional Information

Staff Attached File(s)

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CH2M Hill, Inc.

System Vendor Number: 20007368

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 1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M Hill, Inc.
Point of Contact	Rebecca Belvisi
Flag Form	Add Flag

F. Certifications

1. Vendor certifies it and its employees will comply with applicable provisions of the United States, Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

Yes

2. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

N/A

3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.

Yes

4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer, and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

No

5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes

6. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes

7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-50

Yes

9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12

Yes

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

Yes

11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25

Yes

12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30

Yes

13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38

Yes

14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38

Yes

15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50

Yes

16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517

Yes

17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565

Yes

18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580

Yes

19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580

N/A

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of

Commerce, 30 ILCS 582

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.

15340

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CH2M Hill, Inc.

System Vendor Number: 20007368

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M Hill, Inc.
Point of Contact	Rebecca Belvisi
Flag Form	Add Flag

H. Iran Disclosure

1. Do you or any of your corporate parents or subsidiaries have any business operations that must be disclosed? 13

No business operations to disclose.

Additional Information

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STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22038440/ Procurement/Contract #: I-11-4014
22038627

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20007368 IPG Expiration Date: 12/27/2016

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: CH2M HILL, Inc.

Phone: 773-458-2847

Street Address: 8735 W. Higgins Road, Suite 400

Email: lidia.pilecky@ch2m.com

City, State, Zip: Chicago, IL 60631

Vendor Contact: Lidia Pilecky

Signature _____

Date: April 11, 2016

Printed Name: Lidia Pilecky

Title: Vice President

State of Illinois Chief Procurement Office General Services
FORMS B Certifications and Disclosures
V.15.2

Agency/ University	Project Title	Status	Value	Contract Reference/ P.O./ Illinois Procurement Bulletin #
Illinois Tollway	Elgin O'Hare Western Bypass, Design Corridor Manager	Ongoing	\$70,840,422	I-11-4014
Illinois DOT*	US 30 Phase I Study	Ongoing	\$539,357	P-91-403-11
Illinois DOT*	IDOT Construction Manual	Ongoing	\$62,997	P-30-045-10
Illinois DOT*	US 50 Phase I Study	Ongoing	\$827,321	P-97-003-10
Illinois DOT	District 1 Var/ Var PM	Ongoing	\$3,200,000	P-91-598-10
Illinois DOT	IL 13 Final Design	Ongoing	\$1,919,265	D-99-014-04
Illinois DOT	District 8 Var/ Var	Ongoing	\$636,873	P/D-98-060-11
Illinois DOT	Various IL Safety Program Analysis & Technical Support	Ongoing	\$12,000,000	P-30-006-14
Illinois Tollway*	Elgin O'Hare Western Access Tollway, Construction Support Phase	Selected; Award Pending	\$70,000	I-14-4636
Illinois DOT	Strategic & Financial Planning Assistance for Alternative Contracting	Ongoing	\$4,005,108	13-HA-2
Illinois Tollway*	Elgin O'Hare Western Access Tollway, Construction Corridor Manager	Selected; Award Pending	\$267,662	I-12-4082

*CH2M HILL in a subconsultant role, with the prime consultant under contract directly to the state agency

Vendor Registration: View



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CH2M Hill, Inc. System Vendor Number: 20007348

3 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration	
Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	12/18/2015
Status	Accepted
Reviewer	Illinois Support User
Date Reviewed	12/28/2015
Public Review Comments	
Private Review Comments	
Expiration Date	12/27/2016
Flag Form	Add Flag

Settings	
Small Business Set-Aside Program (SBSP) Registered	No
Registering as a	Prime & Subcontractor

Vendor Information	
Business Name	CH2M Hill, Inc.
Primary Contact	Rebecca Belvisi (change contact)
Primary Contact Email	rebecca.belvisi@ch2m.com
Phone	202-529-2383
Fax	480-784-6217
Company Email	rebecca.belvisi@ch2m.com
Tax ID Number	[REDACTED]
Company Type	Corporation
Address	1501 W Fountainhead Parkway Suite 401 Tempe, AZ 85282

[View Vendor Profile](#)

Current Vendor Certifications
No current applicable certifications.

Forms		
View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	

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CH2M Hill, Inc.

System Vendor Number: 20087368

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2 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	12/18/2015
Status	Accepted
Business Name	CH2M Hill, Inc.
Point of Contact	Rebecca Balvisi
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
Parent Form	Attached by Rebecca Balvisi on 12/18/2015
Parent Entity's 10K (PDF, 802.78 KB)	
Parent Entity Disclosure (PDF, 245.77 KB)	

C. Instrument of Ownership or Beneficial Interest

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$108,447.20, (c) is entitled to more than 5% of the business' distributive income, or (d) is entitled to more than \$108,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Rebecca Balvisi on 11/30/2015
IPG Percentage of Ownership and Distributive Income Form.pdf (PDF)	

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$108,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$108,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

Not applicable - No individuals disclosed in question 1

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 80% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

Not applicable - No individuals disclosed in question 1

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

Not applicable - No individuals disclosed in question 1

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

Not applicable - No individuals disclosed in question 1

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

Not applicable - No individuals disclosed in question 1

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

Not applicable - No individuals disclosed in question 1

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

Not applicable - No individuals disclosed in question 1

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

Not applicable - No individuals disclosed in question 1

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

Not applicable - No individuals disclosed in question 1

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

Not applicable - No individuals disclosed in question 1

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

Not applicable - No individuals disclosed in question 1

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

Not applicable - No individuals disclosed in question 1

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

Not applicable - No individuals disclosed in question 1

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

Yes

CH2M HILL maintains records of lawsuits filed in the last 5 years; a table summarizing these actions is attached. (after Parent Form)

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)

Attach File

[Refresh List](#) after attaching file(s).

Customer Support

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**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

CH2M HILL, Inc. and its aligned entities strive to maintain a strong philosophy of resolving disputes, whenever possible, without resorting to litigation. While there have been some disputes, claims or lawsuits in the normal course of business, the number of such instances is minimal, especially considering the nature of work and the size of the company. The company considers such claims and related negotiations or resulting settlements to be confidential to the company and its clients. While the outcome of pending disputes is often difficult to predict, the senior management and General Counsel believe that no pending dispute, claim or lawsuit will result in a material adverse impact on the company's consolidated financial statements or its ability to perform its obligations under any contract.

CH2M HILL, Inc., discloses the following contractual and or professional liability related lawsuit(s) currently pending, or which were filed within the last 5 years.

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Fort Lauderdale-Hollywood International Airport	Circuit Court for Broward County, Florida, Case No.: 09-48929-03	09/04/2009	*Triple R Paving	Broward County, Florida; CH2M HILL, Inc.	Alleged design error	Discovery Phase
Central City Services	19 th Judicial District Court, Parish of East Baton Rouge, Louisiana, Case No: C589971 Sec. 26	04/29/2010	*Community Press LLC d/b/a Central City News	CH2M HILL, Inc.	Writ of Mandamus, declaratory judgment re: public information request	Settled
Cajun Constructors, Inc. v. INC, SAWS et al.	407th Judicial District, Bexar County TX, Case No. 2010-CI-09531	06/14/2010	Cajun Constructors, Inc.	San Antonio Water Systems, HDR Engineering, Ferguson Water Work Inc., Advance Products & Systems inc. & CH2M HILL, Inc.	Alleged tortious interference and negligent misrepresentation.	Settled

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Pomona, City of – Mission/SR71	Superior Court of the State of California for the County of Los Angeles – Case No. KCO59909	10/29/2010	*Delgado, Estate of	CH2M HILL, Inc.	Alleged Design Error	Settled
DSM Dyneema DAP 5	Superior Court, North Carolina, Pitt County Case No. 10CVS3173	12/06/2010	*Hudson, Donnie	CH2M HILL, Inc.	Negligence	Voluntarily Dismissed by Plaintiff without Prejudice
Coastwide Reference Monitoring System (CRMS) Program Management	U.S. District Court, Eastern District of Louisiana, Case No. 11-494	03/02/2011	Hughes, Scott	Shaw Environmental, Inc.; Coastal Estuary Services, LLC (CH2M HILL, Inc. holds a 49.9% interest in Coastal Estuary Services LLC, a joint venture with Shaw Environmental, Inc.)	Alleged negligence	Dismissed on Summary Judgment
Port Freeport (Goldston)	District Court of Bazoria County, Texas Case No. 63553	06/03/2011	Port Freeport	Goldston Engineering Inc. et al (CH2M HILL Inc.)	Alleged design error.	Settled
Louisiana Department of Natural Resources	25 th Judicial District Court for the Parish of Plaquemines Case No. 58-813m, Division B	06/10/2011	Pelican Island Oysters	CH2M HILL, Inc.	Alleged negligence	Voluntarily Dismissed by Plaintiff

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Manatee Port Authority -Berth 12 Dredging Modification	12 th Judicial Circuit of Florida- Manatee County Civil Division	9/27/2011	Charles Mims	CH2M HILL, Inc; Spectrum Underground Inc; Manatee County Port Authority	Personal Injury	Settled
Virgin Islands Port Authority	Virgin Islands Port Authority v. CH2M Hill, Inc.	10/24/2011	Virgin Islands Port Authority	CH2M Hill, Inc.	Alleged negligence, breach of good faith and fair dealing	Settled
Jordan Valley Water Conservancy District Projects; Provo Reservoir Canal Enclosure Project; Plano to Richardson 173 and Wylie to Garland Projects; MITAC Project; Southern Delivery Projects, et. al	Lifelast, Inc. v. Corrosion Control Technologies, Inc.; Jeffrey Mattson; CH2M Hill, Inc. USDC Utah Case # 211cv00608	01/23/2012	*Lifelast, Inc	Corrosion Control Technologies, Inc.; Jeffrey Mattson; CH2M Hill, Inc	Alleged product disparagement, tortious interference, improper collusion with contract and prospective business relations, professional negligence, seeking only declaratory and injunctive relief.	Settled
Bayou Lafourche Diversion/Clearing/ Dredging Project	23 rd Judicial District Court, Parish of Ascension, State of Louisiana, Case No. 102574	01/27/2012	*Latino, Byron and Stacey	Bayou Lafourche Fresh Water District; Louisiana Coastal Protection and Restoration Authority; CH2M HILL, Inc.; F. Miller Construction, LLC	Alleged negligence	Discovery Phase

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Bayou Lafourche Diversion/Clearing/ Dredging Project	23 rd Judicial District Court, Parish of Ascension, State of Louisiana, Case No. 102631	02/02/2012	*Weil, Eric and *Cafe Lafourche, Inc.	Bayou Lafourche Fresh Water District; Louisiana Coastal Protection and Restoration Authority; CH2M HILL, Inc.; F. Miller Construction, LLC	Alleged negligence	Discovery Phase
Clear Creek Waste Water Treatment Plant	Crumb, et. al. v. CH2M HILL Engineering Services, Inc.; Superior Court of California, Shasta County Case # 174567	4/13/2012	Cathleen Crumb, Ashley Jared, Stephanie Crumb	CH2M HILL Engineering Services, Inc; CH2M HILL Engineers, Inc.; Santa Fe Tank & Heater Co. Inc; Does 1 through 50	Plaintiffs (direct family/successors- in-interest of Fredrick Crumb estate) allege negligence, wrongful death, strict liability and breach of warranty	Settled
Baton Rouge Sanitary Sewer Overflow (SSO) Control & Wastewater Facilities Program Management	USDC Middle District of Louisiana, Case No. 3:12-cv-00210-BAJ- SR	06/05/2012	*Texas Sterling Construction; 3 rd Party Plaintiff, *Design Precast and Pipe, Inc.	Design Precast and Pipe, Inc.; 3 rd Party Defendants, CH2M Hill, Inc.; Travelers Casualty and Surety Company of America	Alleged breach of contract; Counterclaim, wrongful termination; 3 rd Party Claims, alleged breach of duty to perform applicable standard of care; claim against payment bond	Settled between Texas Sterling and Design Precast and Pipe; Claims against CH2M HILL dismissed with prejudice.

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Pelican Island Oysters	U.S. District Court for the Eastern District of Louisiana, Case No. 2:11-cvg-03041	08/22/2012	Manson Construction	CH2M HILL, Inc.	Indemnification Claim	Voluntarily Dismissed by Plaintiff
Bayou Lafourche Diversion/Clearing/Dredging Project	23 rd Judicial District Court, Parish of Ascension, State of Louisiana, Case No. 106385	09/06/2012	*Mistretta, Bernard	Bayou Lafourche Fresh Water District; Louisiana Coastal Protection and Restoration Authority; CH2M HILL, Inc.; F. Miller Construction, LLC	Alleged negligence	Discovery Phase
Bayou Lafourche Diversion/Clearing/Dredging Project	23 rd Judicial District Court, Parish of Ascension, State of Louisiana, Case No. 33837	09/06/2012	*Aucoin, Carroll and Tonie; *Aucoin Homestead, LLC	Bayou Lafourche Fresh Water District; Louisiana Coastal Protection and Restoration Authority; CH2M HILL, Inc.; F. Miller Construction, LLC	Alleged negligence	Discovery Phase
City of Zanesville (Kokosing)	Court of Common Pleas- Franklin County, Ohio / Case No. 12-CVH-1459	10/10/2012	Kokosing Construction / City of Zanesville	CH2M Hill Inc	Alleged negligence, fraud, and breach of contract	Settled
Hardscrabble Wind Power Project	State of New York- Supreme Court of Albany County; Index No. 5919-12	11/08/2012	60 Residents near project locations	Iberdrola USA, INC. (including multiple Iberdrola entities) PPM Energy, Inc.; Altantic Wind USA,	loss of use and enjoyment of property, diminished property values, various	Discovery Phase

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**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
FEMA- LP Gas FCA (Warder)	USDC (Eastern District of Louisiana) Civil action 09-4191	12/26/2012	US ex rel. Thomas Warder, John Doe and Jane Roe	LLC; (including multiple Atlantic Wind entities); Hardscrabble Wind Power, LLC; CH2M HILL, INC., Mark Bastach, PE, The Shaw Group, Inc., Flour Enterprises, Inc., and CH2M Hill, Inc.	forms of trespass, nuisance	Dismissed against CH2M
Astaldi (Lauderdale)	11 th Judicial Circuit Court, Miami-Dade County, FL, Case No. 12-49483 CA 01 (22)	12/31/2012	Marcum LLP	CH2M HILL, Inc.	Breach of contract	Discovery
FEMA- LP Gas FCA (McLain)	USDC (Eastern District of Louisiana) Civil action 06-11229	01/30/2013	US ex rel. Terry McLain and J. Len Hodges, John Doe and Jane Roe	The Shaw Group, Inc., Flour Enterprises, Inc., and CH2M Hill, Inc.	False Claim Act allegations relating to FEMA trailer installation	Discovery Phase
I-94 North South Final Design	Circuit Court, Milwaukee County, State of Wisconsin/Case No. 12CV5315	02/08/2013	*Rodriguez, Enrique	Wisconsin DOT; Milwaukee Transportation Partners, LLC; HNTB Corp.; CH2M HILL, Inc.; Edgerton Contractors, Inc.; DK Contractors, Inc.;	Alleged Negligence, Continuing Nuisance, Injunctive Relief	Settled/ Dismissed

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Dow WVO 2012 Fencing Activities	Circuit Court, Kanawha County, West Virginia/Case No. 13-c-1002	06/03/2013	Bare's Fence Company, LLC	Dethardt Trucking, Inc.; Ricci Welch, Inc.; Arbor Green, Inc.; Wisconsin Constructors, LLC; Gestra Engineering, Inc.		
ASR 3 Well Services	216 th Judicial District Court, Kerr County, Texas, Case No. 12276A	06/27/2013	City of Kerrville, TX	Fox Engineering, PLLC; Jennifer and John Casey; CH2M Hill Inc; CH2M Hill Constructors, Inc; CH2M Hill Engineers, Inc	Alleged breach of contract; conspiracy; seeking declaratory judgment	Voluntarily dismissed by plaintiff
SR 68 Design Build	District Court, Clark County, Nevada, Case No. A-13-684698-C	07/05/2013	*Sheler, Richard & Sylvia	C&C Groundwater Services LLC; Old Republic Insurance Co.; CH2M HILL, Inc.	Alleged breach of contract, negligence, negligent misrepresentation	Settled
Tehachapi Renewable Transmission Project ("Tehachapi")	Superior Court of California- Los Angeles County Case No. BC514574	7/10/2013	Erik & Vanessa Goughnour	Parsons Transportation Group, Inc.; CH2M HILL, Inc.; Kiewit Western Company Southern California Edison Co; CH2M Hill Inc; Burns & McDonnell Engineering Co, Inc; Aspen Environmental Group, Quanta	Alleged negligence, loss of consortium	Motion to Dismiss Granted
					Personal Injury claim	Discovery phase

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Southside Airfield CM (LAX)	Superior Court of California, Los Angeles County, Case No. YC069354	10/10/2013	City of Los Angeles	Services Inc; Does 1-100 Tutor-Saliba Corp./O&G Industries, Inc. JV; R&L Brosamer; HNTB Corp.; CH2M HILL, Inc.	Alleged negligent construction, breach of contract, professional negligence, declaratory relief/indemnity	Discovery phase
Harbor Village Marina (Hammock Beach Resort)	Flagler County Circuit Court, Florida, Case No. 2013CA000655	12/11/2013	*Harbor Village Marina Property Owner's Association	Gee & Jenson, n/k/a CH2M HILL, Inc.	Negligence	Discovery phase
* Shah v. Town of Gilbert, AZ & CH2M Hill (Inc & CHE)	US District Court- Arizona	1/29/2014	Dipti Shah, individual	Town of Gilbert, AZ; Nicole Lance, individual; CH2M Hill Inc (CHE)	wrongful termination, tortious interference with contract, civil rights right violations and emotional distress	Settled
Astoria-USPOWERGEN-RE Services	Supreme Court, Kings County, New York, Case No: 2618/2014	3/17/2014	*William Turner	CH2M HILL; MVN Associates; Miller Environmental Group; CMI Subsurface Investigations, Inc.; O'Lery Construction;	Personal Injury; Negligence	Discovery Phase

**CH2M HILL, INC.
LITIGATION STATEMENT**

(February 2010 to Current)

Project Name	Court/Case No.	Date Filed/ Served	Plaintiff	Defendant	Description/ Causes of Action	Status
Russell Kelly and Paula Kelly vs. City/Parish of Baton Rouge, et al. (including CH2M HILL, Inc.)	19 th Judicial District Court, Parish of East Baton, LA, Case No: C632762	9/4/2014	*Russell and Paula Kelly	Astoria Generating Company LP		
RaCON, Inc. vs. City/Parish of Baton Rouge, et al. (including CH2M HILL, Inc.)	19 th Judicial District Court, Parish of East Baton, LA, Case No: C635107	12/4/2014	*RaCON, Inc.	City of Baton Rouge and Parish of East Baton Rouge, CH2M HILL, Inc.	Professional Negligence; Property Damage; Inverse Condemnation	Discovery Phase
Brittini Clark, Individually and on Behalf of Her Minor Child, Jassiah Clark, Plff. vs. City of Baton Rouge, et al. including CH2M, Hill, Inc., Dfts.	C636172	1/13/2015	*Brittini Clark	CH2M HILL, Inc.	Professional Negligence	Discovery Phase
Brightwater Wastewater Treatment Plant (King County)	Superior Court, King County, Washington, Case No. 15-2-03541-0 SEA	3/19/15	King County	Lexington Insurance Co.; Allied World Assurance Co.; CH2M HILL, Inc.	Professional Negligence; Breach of Contract; Insurance Bad Faith; Negligent Claims Handling	Complaint Filed; CH2M's Response to Complaint in process.

* - Indicates a contractor, subcontractor, individual, or other third party with whom CH2M HILL, Inc. had no contractual relationship.

**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: CH2M HILL, Inc.

DBA: Click here to enter text.

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
CH2M HILL Companies, Ltd.	9191 South Jamaica Street, Englewood, CO 80112	100%	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

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

Vendor Name	CH2M HILL, Inc.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	CH2M HILL Companies, Ltd.
Disclosing Entity's Parent Entity	
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

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

Option 1 – Publicly Traded Entities

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

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

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

OR

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

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

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

Option 4 – Foreign Entities

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

OR

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

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

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

OPTION A – Ownership Share and Distributive Income

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

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
No individuals have a percentage ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20.			

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

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
No individuals have a percentage ownership that exceeds 5% or a dollar value of ownership that exceeds \$106,447.20.			

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

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

Yes No

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

Yes No

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

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

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Click here to enter text.

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

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

Please provide the name of the person or entity for which responses are provided: Click here to enter text.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7
SIGN THE DISCLOSURE**

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

Name of Disclosing Entity: CH2M HILL Companies, Ltd.

Signature



Date: November 30, 2015

Printed Name: Lidia A. Pilecky, PE

Title: Vice President

Phone Number: 773-458-2847

Email Address: lidia.pilecky@ch2m.com

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 10 -K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED DECEMBER 25, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE TRANSITION PERIOD FROM TO

Commission File Number 000 -27261

CH2M HILL Companies, Ltd.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

93 -0549963
(I.R.S. Employer Identification Number)

9191 South Jamaica Street,
Englewood, CO
(Address of principal executive offices)

80112 -5946
(Zip Code)

(303) 771 -0900

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act:
Common Stock, par value \$0.01 per share

Indicate by check mark if the registrant is a well -known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by checkmark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S -T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S -K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10 -K or any amendment to this Form 10 -K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non -accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b -2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non -accelerated filer
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b -2 of the Exchange Act). Yes No

The aggregate value of common stock held by non -affiliates computed by reference to the price as of June 26, 2015 was \$1,393,670,361 .

As of February 15, 2016, there were 26,276,529 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Information required by Items 10, 11, 12, 13 and 14 of Part III of this Form 10 -K are incorporated by reference from the CH2M definitive proxy statement for its 2016 Annual Meeting of Stockholders to be held on May 10, 2016 .

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

ANNUAL REPORT ON FORM 10-K

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This Form 10 -K contains various "forward -looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward - looking statements represent the Company's expectations and beliefs concerning future events, based on information available to the Company on the date of the filing of this Form 10 -K, and are subject to various risks and uncertainties. Such forward looking statements are and will be subject to many risks and uncertainties relating to our operations and business environment that may cause actual results to differ materially from any future results expressed or implied in such forward looking statements. Words such as "believes," "anticipates," "expects," "will," "plans" and similar expressions are intended to identify forward looking statements. Additionally, forward looking statements include statements that do not relate solely to historical facts, such as statements which identify uncertainties or trends, discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward looking statement, whether as a result of new information, future events, changed circumstances or otherwise, except as required by applicable law. Factors that could cause actual results to differ materially from those referenced in the forward -looking statements are listed in Item 1A, Risk Factors.

PART I

Item 1. *Business*

Description of the Business

CH2M HILL Companies, Ltd. (“We”, “Our”, “CH2M” or the “Company”) was founded in 1946 and is incorporated under the laws of the State of Delaware. We are a large employee -controlled professional engineering services firm providing engineering, construction, consulting, design, design -build, procurement, engineering -procurement -construction (“EPC”), operations and maintenance, program management and technical services to United States (“U.S.”) federal, state, municipal and local government agencies, national governments, as well as private industry and utilities, around the world. A substantial portion of our professional fees are derived from projects that are funded directly or indirectly by government entities. We have approximately 22,000 employees worldwide inclusive of craft and hourly employees as well as employees in our consolidated joint ventures.

Our strategy is to deliver valued solutions to our chosen clients through selective choices that align to our core service capabilities. We differentiate through client centricity, our focused approach to developing and delivering innovation solutions, and the values and culture of our firm that are embedded in how we serve our clients and communities. Since our founding in 1946, CH2M has grown through organic growth which has been augmented with acquisitions that expand our portfolio of services and geographical reach and enhance our value proposition to our clients. We believe this strategy results in deep long-term client relationships, rewarding growth opportunities for our employees and profitable growth for our stock holders long-term. The following is a brief description of our key acquisitions occurring over the past five years, in chronological order:

- On July 29, 2011, we acquired Booz Allen Hamilton’s State and Local Government Transportation and Consulting (“BAH”) business. BAH provides management consulting, system engineering, vehicle engineering, asset management, train control and communication systems, safety management systems and revenue system consulting to transit and rail agencies throughout North America.
- On November 10, 2011, we purchased all the share capital of Halcrow Holdings Limited (“Halcrow”). Halcrow is a United Kingdom (“U.K.”) headquartered engineering, planning, design and management services firm specializing in developing infrastructure and buildings. Halcrow provides services to clients in the United Kingdom, Middle East, Canada, the United States, China, India, Australia, South America, and Europe. Halcrow’s clients included public and private -sector organizations around the world, including local, regional and national governments, asset owners, international funding agencies, regulators, financial institutions, contractors, developers and operators.
- On April 4, 2014, we acquired certain assets and liabilities of TERA Environmental Consultants (“TERA”). TERA was an employee-owned environmental consulting firm headquartered in Canada specializing in environmental assessment, planning, siting, permitting, licensing, and related services for the pipeline, electrical transmission, and oil and gas industries.

On June 24, 2015, we sold an aggregate of 3,214,400 shares of our Series A Preferred Stock to Apollo Global Management, LLC (“Apollo”) for an aggregate purchase price of approximately \$200.0 million in a private placement. On June 24, 2016 or upon our earlier election, Apollo will purchase an additional 1,607,200 shares of our Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million at a second closing, subject to the satisfaction or waiver of certain conditions.

Restructuring

In September 2014, we commenced certain restructuring activities in order to achieve important business objectives, including reducing overhead costs, enhancing client service, improving efficiency, and reducing risk. These restructuring activities, which continued through the end of December 2015, included such items as a voluntary retirement program, workforce reductions, facilities consolidations and evaluation of certain lines of business. The following description of our business includes the results of these restructuring activities.

Our Clients, Key Segments, and Geographic Areas

In the first quarter of 2015, we refined our organizational and internal reporting structure by making changes to better facilitate our strategy for growth, client-centric service, and operational efficiency. In connection with this refinement, we reevaluated the manner in which we internally review and monitor operating results and make key business decisions. As a result, we have identified each of our five business groups as reportable operating segments: Environment and Nuclear; Industrial and Urban Environments (“IUE”); Oil, Gas and Chemicals; Transportation; and Water. Although the Power business sector falls within the IUE business group, we have identified Power as a separate reportable operating segment as we are currently in the process of exiting the fixed-price EPC Power business. As such, the results of the Power business sector are being monitored apart from the rest of the IUE business group. The following discussion describes our business in the context of our reportable segments, and any prior year amounts have been revised to conform to the current year presentation.

Clients

We provide services to a broad range of domestic and international clients, including federal governments, state, local and provincial governments, private sector businesses and utilities. We perform services as the prime contractor, a subcontractor, or through joint ventures or partnership agreements with other service providers. The demand for our services generally comes from capital spending decisions made by our clients.

The following table summarizes our primary client types served and revenue earned by each of our segments during 2015:

Segments	% of 2015 Revenue	Client Type
Environment and Nuclear	31.0 %	<ul style="list-style-type: none"> • U.S. federal and foreign governments • Local and municipal governments and agencies • Private sector industries
Industrial and Urban Environment	8.7 %	<ul style="list-style-type: none"> • U.S. federal and foreign governments • Local and municipal governments and agencies • Private sector industries • Universities
Oil, Gas and Chemicals	14.9 %	<ul style="list-style-type: none"> • National and private sector oil and gas companies • Chemical companies
Transportation	18.2 %	<ul style="list-style-type: none"> • U.S. federal and foreign governments • State and provincial governments and agencies • Local and municipal governments and agencies • Private sector industries
Water	23.2 %	<ul style="list-style-type: none"> • U.S. federal and foreign governments • State and provincial governments and agencies • Local and municipal governments and agencies • Private sector industries
Power	3.9 %	<ul style="list-style-type: none"> • Private sector industries • Independent power producers

The following table provides a summary of representative clients:

Public Sector Clients		Private Sector Clients
•U.S. Department of Energy	•U.K. Environment Agency	•Major oil and gas companies, refiners and pipeline operators
•U.S. Department of Defense	•U.K. Department for Transport	•Utilities
•U.S. Department of the Interior	•U.K. Nuclear Decommissioning Authority	•Chemicals companies
•U.S. Air Force	•Republic of Korea Ministry of Defense	•Metals and mining companies
•U.S. Navy	•Panama Canal Authority	•Advanced technology manufacturers
•U.S. Army Corps of Engineers	•Qatar Public Works Authority (ASHGAL)	•Pharmaceutical and biotechnology companies
•U.S. Federal Emergency Management Agency	•Qatar 2022 Supreme Committee	•Aerospace companies
•U.S. Agency for International Development	•Highways England	•General manufacturing companies
•U.S. Environmental Protection Agency	•Transport for London	•Renewable energy companies
•U.S. Department of Transportation	•Transport Scotland	•Universities
•U.S. National Aeronautics and Space Administration	•State and provincial governments and agencies	•Private seaports and airports
•U.S. National Science Foundation	•Local and municipal governments and agencies	
•Canadian Nuclear Laboratories		

In 2015, we derived approximately 19% of our total revenue from contracts with the U.S. federal government and agencies regulated by the U.S. federal government.

Key Segments

The following is a description of each of our key segments, which consist of our five business groups and our Power EPC business sector, and the services we provide.

Environment and Nuclear

The Environment and Nuclear business group is comprised of three end-market businesses: environmental services, government facilities design and operations services, and nuclear engineering and consulting services. Common to all three end-market businesses are full service decontamination, remediation, waste management, design-build delivery, operations and maintenance management, construction management and program management capabilities. Our Environment and Nuclear business group performs the majority of CH2M’s projects with the U.S. federal government and agencies regulated by the U.S. federal government.

Our environmental services business is based upon advanced technology focused on the global sustainability principles of protecting human health, preserving the environment, and restoring impacted natural resources. We achieve this mission by offering services through various global practices which include the following: site remediation and revitalization, sustainability consulting, geospatial and environmental data management, threat reduction management, munitions response, environmental health and safety compliance, planning and permitting, integrated waste solutions, and environmental engineering. Clients include a broad spectrum of U.S. and state government agencies and departments, international public and government clients, and private sector clients. A key differentiator for our services remains our innovation and complex problem solving capacities found within and among these global practices. Additionally, a differentiator with both our government and multinational clients is local project delivery with a global footprint. We are able to effectively and consistently deploy our systems and processes (especially safety, environmental compliance, and project management) throughout the world with minimal deviation, while addressing the unique local stakeholder and regulatory needs of each client and project.

Our government facilities design and operations services business has historically planned, designed, constructed, operated and maintained various categories of facilities, installations, and infrastructure at all types of government and military locations. We continue to offer contingency and logistics, planning and consulting, energy efficiency consulting, engineering and design, design-build, operations and maintenance, and program management

services to U.S. Department of Defense and other U.S. government agencies.

Our nuclear engineering and consulting services business is comprised of three secondary markets: nuclear remediation and decommissioning (liabilities management), nuclear power, and national defense. We specialize in the management of complex nuclear programs and projects around the world. Our experience includes managing and operating nuclear facilities and providing innovative and time-sensitive cleanup and environmental remediation for commercial and government facilities and sites worldwide. We provide program management and program advisory services to national defense and commercial nuclear clients, as well as planning, permitting, and licensing of new nuclear energy generating stations. The U.S. Department of Energy and the U.K. Nuclear Decommissioning Authority are our primary liabilities management clients. However, we have also decommissioned reactors for utilities and research reactors for universities, and we have worked in the commercial nuclear power sector in countries outside the U.S., including the United Arab Emirates.

Industrial and Urban Environments

The Industrial and Urban Environments business group is comprised of the industrial and advanced technology business and the urban environments and sports business. The portfolio of services includes consulting, planning, design, engineering, design-build, program management and operations management. Our Industrial and Urban Environments business group performs the majority of our projects within the private sector manufacturing, technology, and sports industries as well as the U.S. federal government and agencies regulated by the U.S. federal government.

In our industrial and advanced technology business, we provide program management, consulting, planning, design, and construction management services to clients in the following manufacturing industries: semiconductor, wafers, nanotechnology, photo voltaic, data centers, flat panel displays, automotive, aerospace and aviation, food and beverage, building materials, metals and consumer products. Our clients typically require integrated design and construction services for complex manufacturing systems, including clean rooms, ultrapure water and wastewater systems, chemical and gas systems and production tools. We also provide specialized consulting services to optimize the operating efficiency and return on investment for complex manufacturing facilities. We leverage our strategic business planning capabilities to help clients structure and plan their high-volume manufacturing projects, and to provide follow-on design and construction services. Our industrial and advanced technology business serves clients in the U.S., Asia, Mexico, South America, Europe, and the Middle East.

Our urban environments and sports business delivers large, complex urban projects and programs around the world with focus on the following services: master planning and consulting, economic development planning, project development, land development, program management and community operations. Our urban environments and sports business serves clients in the U.S., South America, Asia, the Middle East, and Europe.

Oil, Gas and Chemicals

Our Oil, Gas and Chemicals business group is comprised of the oil and gas business and our chemical business, both of which provide a portfolio of services which includes: consulting, design, engineering, design-build, EPC, operations and maintenance, construction management, construction, and program management. Our Oil, Gas and Chemicals business group performs the majority of its U.S. and Canadian work for major international oil, gas and chemicals companies. The majority of our work outside of the U.S. and Canada is performed for national oil companies.

Within our oil and gas business, we serve the upstream, pipelines and terminals, and refining sectors of the oil and gas industry. For the upstream sector, we perform engineering, modular fabrication, erection, construction, and operations and maintenance services for oil and gas fields. We deliver compression and dehydration facilities, drilling and well support services, enhanced oil recovery infrastructure, field development, fleet support, natural gas gathering and processing, conventional oil production, sulfur recovery, acid gas treating, and heavy oil and steam-assisted gravity drainage facilities. In our pipelines and terminals sector, we focus on infrastructure projects that gather, store, and transport oil, natural gas, refined products, carbon dioxide, and other related hydrocarbons, liquids, and gases. These projects include pipelines, compression, pump stations, metering, tank farms, terminals, and related facilities for midstream (wellhead to central processing) and downstream (cross-country transportation) systems. Within our refining sector, we provide conceptual and preliminary engineering, front-end and detail design, procurement, construction, and

operations and maintenance services. Our refining experience includes technology evaluation and feasibility studies; design and construction of refinery units, terminals, pipelines, pump stations, and cogeneration facilities; design, fabrication, and installation of modules and pipe racks; turnarounds and revamps; effluent treatment; refinery conversion to heavy crude oil processing; and process safety management. Our oil and gas business serves clients in the U.S., Canada, Mexico, South America, the Middle East, and Russia.

Within our chemicals business, we serve various sectors of the industry, including petrochemicals and derivatives, inorganics, specialties, and agricultural chemicals. We have substantial experience in polysilicon, chemicals from alternative feedstock, bioprocess, alkalis and chlorine, pigments and coating, monomers and polymers, resins and plastics, and synthetic performance fibers. This group also serves the biofuels market where we specialize in advanced fuel sources for biofuels development in the United States, Canada, and Latin America. Our chemicals business serves clients in North and South America, and the Middle East.

Transportation

Our Transportation business group provides horizontal and vertical infrastructure development services for the aviation, highway and bridge, ports and maritime, and transit and rail market sectors. Working with public and private clients around the world, our services support urbanization and population growth; the safe and efficient movement of people and goods; serviceability of aging infrastructure; resource extraction; infrastructure resilience to climatic change/dramatic weather events; and signature infrastructure to stimulate regional economic growth. We offer a broad portfolio of services, including procurement and technical advisory, transportation planning, environmental studies and documentation, design engineering, design for design-build, project/program management, construction management, and operations and asset management services. Our Transportation business group performs the majority of our projects for the U.S. federal and foreign governments as well as local and municipal transport agencies.

In the aviation sector, we deliver airside and landside services to commercial, general aviation and military airports. For our municipal, state and national government highway and bridge sector clients, we specialize in motorways, freeways and complex interchanges; toll roads/HOT/HOV lanes; highway structures and footbridges; signature bridges and major crossings; highway tunnels; and bike and pedestrian facilities. In the ports and maritime sector, we serve port operators, port authorities, government and private sector clients developing containerized and cargo terminals; general cargo and break-bulk terminals; petrochemical, energy and mining marine facilities; government and military facilities; intermodal facilities; ferry terminals; urban waterfronts; and cruise line terminals. Our transit and rail services for municipal agencies, national governments and freight operators encompasses high-speed rail; metros and urban transit; commuter rail; light rail, trolleys and streetcars; bus rapid transit; freight rail; and intermodal facilities. Our Transportation business group delivers projects throughout Asia, Australia, Europe, India, Latin America, South America, the Middle East, and North America.

Water

Our Water business group provides integrated, sustainable solutions serving the wastewater, drinking water, industrial water, conveyance and storage, water resources and ecosystem management, and intelligent water solutions industries. Our Water business group performs the majority of our projects with U.S. state and local and international public and government clients. We support the water-related needs of clients in the utility, industrial, government, energy, and agricultural sectors. Our broad portfolio of water solutions help clients address the complex challenges created by extreme climate events, population growth, aging infrastructure, water supply uncertainty, regulatory changes, and increasing demand. The integration of our industrial water and operations and management capabilities positions us to serve our clients across all markets and delivery platforms in the geographies in which we focus. Our full-service offerings (consulting, program management, design-build, operations) allow us to work with clients to identify solutions for water and energy conservation, and to reevaluate processes to achieve cost savings and reduce environmental impacts. We also focus our capabilities on market drivers such as drought and water scarcity, aging and decaying infrastructure, global climate resiliency, energy water needs and regulatory requirements. Our Water business group delivers projects throughout Asia, Australia, Europe, India, Latin America, South America, the Middle East, and North America.

Power

In our Power segment, we historically designed and built power generation facilities that produced energy from natural gas, coal, solar, wind, biomass, and geothermal sources. Our portfolio previously included combined -cycle, simple -cycle, coal/integrated gasification, clean air, alternative/waste fuels, transmission and cogeneration projects. We also provided services to repower, upgrade, and modify existing plants to improve performance, reliability and achieve clean air standards. Our delivery of full -service EPC services helped clients craft long -term strategies while addressing the ongoing market challenges around unpredictable and changing electricity demand, transmission capacity constraints, changing environmental regulations and policies, aging infrastructure, outdated technologies, water constraints, and fuel diversification.

During the first quarter of 2014, we shifted our focus away from pursuing and contracting fixed price EPC power projects, and later in 2014, in connection with our restructuring activities, we elected to exit the fixed -price power EPC business. However, we intend to complete our remaining few contracted fixed-price power EPC projects which we expect will continue into 2017. The Company continues to pursue power-related services consulting projects under our Oil, Gas and Chemicals business group umbrella and in conjunction with our other business groups.

Geographic Areas

We provide services to clients located in numerous countries across the globe. Internally, we divide our operations into six geographic regions: Asia Pacific; Canada; Europe; Latin and South America; Middle East, North Africa, India; and the United States. Although the majority of our consolidated revenue is generated from our domestic operations, we provide services in numerous countries, including the United Kingdom which accounted for 11% and 10% of the total consolidated revenue in 2015 and 2014, respectively. Total U.S. and international revenue for the years ended December 25, 2015, December 31, 2014, and December 31, 2013 were as follows:

(\$ in thousands)	2015	2014	2013
U.S.	\$ 3,589,928	\$ 3,806,935	\$ 3,915,091
International	1,771,577	1,606,534	1,962,728
Total	\$ 5,361,505	\$ 5,413,469	\$ 5,877,819

The fixed assets to support our business operations and our clients are located both domestically and internationally. Total U.S. and international net property, plant and equipment for the years ended December 25, 2015, December 31, 2014, and December 31, 2013 were as follows:

(\$ in thousands)	2015	2014	2013
U.S.	\$ 179,436	\$ 215,689	\$ 183,884
International	24,230	42,471	42,541
Total	\$ 203,666	\$ 258,160	\$ 226,425

Competition

The market for design, consulting, engineering, construction, design -build, EPC, operations and maintenance, and program management services is highly competitive, consolidating and to some extent becoming commoditized. We compete primarily with large multinational firms but also compete with smaller firms on contracts within the private industry, national, and state and local government sectors. In addition, some of our clients, including government agencies, occasionally utilize their own internal resources to perform design, engineering and construction services where we might have been the service provider.

Numerous mergers and acquisitions in the engineering services industry have resulted in a group of large firms that offer a full complement of single -source services including studies, designs, construction, design -build, EPC, operation and maintenance and in some instances, facility ownership. Included in the current trend is movement towards larger program and contract awards and longer -term contract periods for a full suite of services, (e.g., 5 to 20 year full -service contracts). While these larger, longer, more comprehensive contracts require us to have substantially greater financial and human capital than in the past, we believe we can compete effectively for these full service programs.

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To our knowledge, no single company or group of companies currently dominates any significant portion of the engineering services markets. As such, the industry is highly fragmented. Competition in the engineering services industry is based on quality of performance, reputation, expertise, price, technology, customer relationships, range of service offerings and domestic and international office networks.

Backlog

Backlog represents the total dollar amount of revenue we expect to earn as a result of performing work under contracts that have been awarded. Our backlog also reflects the future activities related to consolidated joint ventures. Many of our contracts require us to provide services that span over a number of fiscal years. U.S. government agencies operate under annual fiscal appropriations by the U.S. Congress and fund various federal contracts only on an incremental basis. The same is true of many state, local and foreign contracts. Our policy is to include in backlog the full contract award, whether funded or unfunded. Unexercised options under any contract are not included in our backlog. In accordance with industry practice, substantially all of our contracts are subject to cancellation, termination, or suspension at the discretion of the client.

The following table provides backlog revenue by segment for the years ended December 25, 2015 and December 31, 2014:

(\$ in millions)	2015	2014
Environment and Nuclear	\$ 5,844	\$ 3,138
Industrial and Urban Environment	467	732
Oil, Gas and Chemicals	497	989
Transportation	913	977
Water	2,417	2,064
Power	181	302
	\$ 10,319	\$ 8,202

The majority of our backlog will be performed in 2016 and 2017.

Available Information

For information regarding our company, including free copies of filings with the Securities and Exchange Commission ("SEC"), please visit our web site at ir.ch2m.com. The SEC filings, which include our Annual Reports on Form 10 -K, Quarterly Reports on Form 10 -Q, and Current Reports on Form 8 -K are made available as soon as practicable after they are filed with the SEC.

Item 1A. Risk Factors

You should carefully consider the following factors and other information contained in this Annual Report on Form 10 -K before deciding to invest in our common stock.

Risks Related to Our Business

Project losses and other adverse operating results can constrain our cash flow and liquidity, which could reduce our ability to win new business or materially and adversely affect our business and results of operations, and our strategic initiatives may not be successful.

We have experienced project losses and other adverse operating results in recent periods - such as a charge to operations of \$ 93.6 million and \$38.7 million for the years ended December 25, 2015 and December 31, 2014, respectively, for estimated cost growth on a fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States and the recording of the \$280.0 million loss in our Australian joint venture during 2014 due to significant cost growth identified on the project - which have constrained our cash flow and liquidity. If we sustain additional project losses or other adverse operating results in the future, or if cash flow and liquidity continue to be constrained, we may have a reduced ability to win new business, which could materially and adversely

affect our business, results of operations, cash flows and financial position.

If we are unable to continue to access credit or raise capital on acceptable terms, our business may be adversely affected.

Our primary sources of liquidity are cash flows from operations and borrowings under our unsecured revolving line of credit. Our primary uses of cash are working capital, stock repurchases primarily in our internal market, capital expenditures, and acquisitions. Cash flows from operations primarily result from earnings on our operations and changes in our working capital. Earnings from our operations and our working capital requirements can vary significantly from period to period based primarily on the mix of our projects underway and the percentage of project work completed during the period. For example, our operating cash flow for the year ended December 25, 2015 was \$ 105.3 million. While we manage cash requirements for working capital needs, unpredictability in cash collections and payments has required us in the past and may require us in the future to borrow on our line of credit from time to time to meet the needs of our operations.

Our borrowing capacity under the Second Amendment to our Amended and Restated Credit Agreement (“Amended Credit Agreement”) is limited by a maximum consolidated leverage ratio, which is based on a multiple of our adjusted earnings before interest, taxes, depreciation and amortization, and other outstanding obligations of the Company. As of December 25, 2015, the remaining unused borrowing capacity under the Amended Credit Agreement was approximately \$ 530.0 million. While we believe our borrowing capacity is sufficient to fund our near-term operations and capital requirements, due to liquidity constraints we expect to continue to limit our discretionary cash outlays to repurchase stock offered for sale on our internal market. See *Item 1A. Risk Factors – Risk s Related to Our Internal Market*.

On June 24, 2015, we sold and issued an aggregate of 3,214,400 shares of our Series A Preferred Stock to an entity owned by investment funds affiliated with Apollo Global Management, LLC (“Apollo”) for an aggregate purchase price of approximately \$200.0 million in a private placement. On June 24, 2016 or upon our earlier election, Apollo will purchase an additional 1,607,200 shares of our Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million at a second closing, subject to the satisfaction or waiver of certain conditions. Despite the issuance of the Series A Preferred Stock to Apollo, there can be no assurance that we will be able to raise additional capital if and when needed. Moreover, the Certificate of Designation for our Series A Preferred Stock (the “Certificate of Designation”) limits our ability to incur additional debt under certain circumstances without the consent of the holders of at least a majority of the then outstanding shares of our Series A Preferred Stock.

The Amended Credit Agreement and the Certificate of Designation may contain covenants that limit or restrict our operations and require that we comply with certain financial ratios.

The Amended Credit Agreement contains customary affirmative and negative covenants, some of which limit or restrict our operations including our ability to incur additional indebtedness and other obligations, grant liens to secure obligations, make investments, merge or consolidate and dispose of assets, subject to certain customary exceptions. These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or limit our ability to take advantage of business opportunities.

In addition, our Amended Credit Agreement requires that we comply with a minimum consolidated fixed charge coverage ratio, and both our Amended Credit Agreement and the Certificate of Designation require that we comply with a maximum consolidated leverage ratio. Our ability to comply with these ratios may be affected by events beyond our control. If we fail to satisfy the requirements of or if we are in default of the Amended Credit Agreement, our indebtedness under the Amended Credit Agreement could be accelerated, and we may lose access to borrowings under the Amended Credit Agreement. Further, if our consolidated leverage ratio exceeds certain limits specified in the Certificate of Designation, we may be unable to incur additional indebtedness.

In addition, the Certificate of Designation requires that we obtain the consent of the holders of at least a majority of the outstanding shares of our Series A Preferred Stock before taking certain actions. See *Item 1 A. Risk*

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Factors – Risks Related to our Series A Preferred Stock . The holders of our Series A Preferred Stock may exercise influence over us, including through Apollo's ability to elect up to two members of our Board of Directors.

Any of the factors could have a material impact on our business, our results of operations, cash flow and financial condition.

We may be unable to amend our Amended Credit Agreement or maintain or expand our credit capacity, each of which would adversely affect our operations and business.

We use credit facilities to support our working capital and acquisition needs. If we exhaust our borrowing capacity or if we are unable to increase the available borrowing capacity of the Amended Credit Agreement, our ability to fund the working capital and other needs of our existing operations could be constrained and our business and results of operations could be materially adversely affected. In addition, there is no guarantee that we can continue to renew our credit facility on favorable terms, which reaches maturity in 2019, and, if we are unable to do so, our costs of borrowing and our business may be adversely affected. There can be no assurance that we will be able to secure any additional capacity or amendment to our Amended Credit Agreement or to do so on terms that are acceptable to us, in which case, our costs of borrowing could rise and our business and results of operations could be materially adversely affected.

Our new awards and liquidity may be adversely affected by bonding and letter of credit capacity.

A portion of our new awards requires the support of bid and performance surety bonds or letters of credit, as well as advance payment and retention bonds. Our primary use of surety bonds is to support water and wastewater treatment in the U.S., while letters of credit are generally used to support other projects. The issuance of surety bonds is at our sureties' sole discretion and sureties rely on tangible net worth as an indication of risk when deciding whether to issue a requested surety bond. We currently have a negative tangible net worth, which if significantly expanded could limit our bonding capacity or require us to use more of our letters of credit under our credit facility. If we are required to utilize our credit facility for letters of credit, the amount available under the credit facility for other purposes, including compensating for any swings in working capital could be adversely affected. Further, if we are unable to procure such surety bonds or use letters of credit, our ability to win new business and achieve our business plans could be adversely impacted, which would have a material adverse effect on our growth, liquidity and financial condition.

An impairment of some or all of our goodwill and intangible assets could have a material adverse effect on our financial condition and results of operations.

As of December 25, 2015, we had \$ 511.0 million of goodwill and \$59.0 million of net intangible assets. We conduct a test for impairment of goodwill as of the first day of the fourth quarter of each year or if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. If the future fair value of any of our reporting units is less than their carrying value, we are required to record an impairment charge. The amount of any impairment charge could be significant and could have a material adverse effect on our financial condition and results of operations .

Unpredictable economic cycles, uncertain demand for our engineering and related services, and failure by our major customers to pay our fees, could cause our revenue to fluctuate or be uncollectible.

Demand for our engineering and other services is affected by the general level of economic activity in the markets in which we operate, both inside and outside of the U.S. Our customers and the markets in which we compete to provide services are likely to experience periods of economic decline from time -to -time. For example, the most recent global economic downturn and governmental tax revenue declines resulted in a slowdown in demand for our services from local government clients. Similarly, the decline in oil, gas and other commodity prices in beginning in 2014 and continuing throughout 2015 has negatively affected demand for certain of our services and has pressured pricing.

Adverse economic conditions may decrease our customers' willingness to make capital expenditures or otherwise reduce their spending for our services, which could result in diminished revenue and margins for our business. The demand for services depends on the demand and capital spending of our customers in their target markets, some of which are cyclical in nature. Adverse economic conditions could alter the overall mix of services that our customers seek to purchase, and increased competition during a period of economic decline could force us to accept contract terms that

are less favorable to us than we might be able to negotiate under other circumstances. Changes in our mix of services or a less favorable contracting environment may cause our revenue and margins to decline. Moreover, our customers impacted by the economic downturn could delay or fail to pay our fees. If a customer failed to pay a significant outstanding fee, our financial results could be adversely affected. Adverse credit market conditions could negatively impact our customers' ability to fund their projects and therefore utilize our services; they can also impact subcontractors' and suppliers' ability to deliver work. These credit disruptions could negatively impact our backlog and profits, and could increase our costs or adversely impact project schedules.

The uncertainties involved in prolonged procurement processes associated with our projects make it particularly difficult to predict whether and when we will receive a contract award. The uncertainty of contract award timing can present difficulties in matching our workforce size with our project needs. If an expected project award is delayed or not received, we could incur costs resulting from idle workforce reductions in staff, or redundancy of facilities that would have the effect of reducing our profits.

Changes and fluctuations in the U.S. government's spending priorities could adversely affect our revenue expectations.

Because a substantial part of our overall business is generated either directly or indirectly as a result of U.S. federal, state and local government regulatory and infrastructure priorities, shifts in these priorities due to changes in policy imperatives, changes in elected officials following elections or changing economic conditions are often unpredictable and may affect our revenue.

Our contracts with the U.S. federal government are subject to the uncertainties of U.S. Congressional funding. Since government contracts represent a significant percentage of our revenue, government budget deficits or a significant reduction in government funding could lead to continued delays in contract awards and termination or suspension of our existing contracts, which could have an adverse impact on our business, financial condition and results of operations. In addition, any government shutdown or other curtailment of funding, such as the U.S. federal government shutdown in October 2013, could have an impact on our government projects including our ability to earn revenue on the projects already awarded, and could have an adverse impact on us.

Effective March 1, 2013, the Budget Control Act of 2011 imposed a process known as sequestration to implement \$1.2 trillion in automatic spending cuts effective through fiscal year 2021, subsequently extended to 2023. Under sequestration the agencies of the U.S. federal government may be required to modify or terminate contracts and substantially reduce awards of new work to companies like us, which will likely impact our ability to earn revenue on projects already awarded, win new work from U.S. federal government customers and may have an adverse impact on us. As a result of sequestration in 2013, we experienced a postponement in projects, at least one termination for convenience after contract award, and cancellations of planned projects prior to award. On January 15, 2014, the U.S. Congress passed a budget bill for the U.S. federal government fiscal year ending September 30, 2014. As part of this bill some of the automatic spending cuts described above were reduced and/or eliminated, which could lessen the effects of sequestration on many of our businesses. Because some of the spending cuts under the Act are continuing and others could be reinstated in future years, the U.S. federal government spending limitations and reductions from sequestration may continue to affect our operations for the foreseeable future.

Political instability in key regions around the world coupled with the U.S. federal government's commitment to the war on terror put at risk U.S. federal discretionary spending, such as spending on infrastructure projects that are of particular importance to our business. At the state and local levels, the need to compensate for reductions in federal matching funds, as well as financing of federal unfunded mandates, creates pressures to cut back on infrastructure project expenditures. As a result, there can be no assurances that changing U.S. government priorities and spending would not have a material adverse impact on our business.

Government contracts present risks of termination for convenience, adjustment of payments received, restrictions on ability to compete for government work and funding constraints.

The following risks are inherent in contracts with the U.S. federal government and agencies regulated by the

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U.S. federal government , which represents 19% of our total revenue :

- Because U.S. federal laws permit government agencies to terminate a contract for convenience, our U.S. government clients may terminate or decide not to renew our contracts with little or no prior notice.
- Due to payments we receive from our U.S. government clients, our books, records and processes are subject to audit by various U.S. governmental agencies for a number of years after these payments are made. Based on these audits, the U.S. government may adjust or demand repayment of payments we previously received, or withhold a portion of fees due to us because of unsatisfactory audit outcomes. Audits have been completed on our U.S. federal contracts through December 31, 2008, and are continuing for subsequent periods. Audits performed to date have not resulted in material adjustments to our financial statements, however, there can be no assurance that future audit findings will not result in repayments or disqualification of our processes/systems, which could impact our ability to bid or win future U.S. government contract work. In addition, as a government contractor, we are subject to increased risks of investigation, criminal prosecution and other legal actions and liabilities to which purely private sector companies are not. The results of any such actions could adversely impact our business and have an adverse effect on our consolidated financial statements.
- Our ability to earn revenue from our existing and future U.S. federal government projects will depend upon the availability of funding from U.S. federal government agencies. We cannot control whether those clients will fund or continue funding our existing projects.
- In years when the U.S. federal government does not complete its budget process before the end of its fiscal year on September 30, government operations are typically funded pursuant to a “continuing resolution” that authorizes agencies of the U.S. government to continue to operate, but does not authorize new spending initiatives, which can delay the award of new contracts. These delays could have an adverse effect on our operating results.
- Many U.S. federal government programs in which we work require security clearances. Security clearances can be difficult and time -consuming to obtain. If we or our employees are unable to obtain or retain necessary security clearances, we may not be able to win new business or may not be able to renew existing contracts. To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract, we may not derive the revenue anticipated from the contract, which could adversely affect our business and results of operations.

Our ability to secure new government contracts and our revenue from existing government contracts could be adversely affected by any one or a combination of the factors listed above.

Many of our projects are funded by U.S. federal, state and local governments, and if we violate applicable laws governing this work, we would be subject to the risk of suspension or debarment from government contracting activities, which could have a material adverse effect on our business and results of operations.

If we fail to comply with the terms of one or more of our government contracts or adhere to the statutes and regulations that govern this type of work, or if we or our employees are indicted or convicted on criminal charges (including misdemeanors) relating to any of our government contracts, in addition to any civil or criminal penalties and costs we may incur, we could be suspended or debarred from government contracting activities for a period of time. Some U.S. federal and state statutes and regulations provide for automatic debarment in certain circumstances. The suspension or debarment in any particular case may be limited to the facility, contract or subsidiary involved in the violation or could be applied to our entire enterprise in certain severe circumstances. Even a narrow scope suspension or debarment could result in negative publicity that could adversely affect our ability to renew contracts and to secure new contracts, both with governments and private customers, which could materially and adversely affect our business and results of operations.

Our industry is highly competitive.

We are engaged in a highly competitive business in which most of our contracts with public sector clients are awarded through a competitive bidding process that places no limit on the number or type of potential service providers. The process usually begins with a government agency request for proposal that delineates the size and scope of the proposed contract. The government agency evaluates the proposals on the basis of technical merit and cost.

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In both the private and public sectors, acting either as a prime contractor or as a subcontractor, we may join with other firms that we otherwise compete with to form a team to compete for a single contract. Because a team can often offer stronger combined qualifications than any firm standing alone, these teaming arrangements can be very important to the success of a particular contract competition or proposal. Consequently, we maintain a network of relationships with other companies to form teams that compete for particular contracts and projects. Failure to maintain technical and price competitiveness, as well as failure to maintain access to strong teaming partners may impact our ability to win work.

Our backlog is subject to unexpected adjustments and cancellations and is, therefore, an uncertain indicator of our future performance.

Our backlog represents the total dollar amount of revenue we estimate we will earn as a result of performing work under contracts that have been awarded. We cannot assure that the revenue projected in our backlog will be realized or, if realized, will result in profits. Projects may remain in our backlog for an extended period of time prior to project execution and, once project execution begins, it may occur unevenly over multiple periods. In addition, our ability to earn revenue from our backlog depends on the availability of funding for various government and private clients. Most of our contracts with industrial clients have termination for convenience provisions. Further, even if we provide services under the relevant contract, it is possible that the customer may default or otherwise refuse to pay amounts owed to us. Therefore, project terminations, contract suspensions or reductions in scope, or defaults in payment may occur from time -to -time with respect to contracts reflected in our backlog, which in turn would adversely affect the revenue and profit we actually receive from contracts reflected in our backlog. Future project cancellations and scope adjustments could further reduce the dollar amount of our backlog and the revenue and profit that we actually earn.

Backlog is not a measure defined in U.S. generally accepted accounting principles ("U.S. GAAP"), and our methodology for determining backlog may not be comparable to the methodology used by other companies in determining their backlog. The amount of backlog is not necessarily indicative of our future earnings or cash flows.

Our inability to attract and retain professional personnel could adversely affect our business.

Our ability to attract, retain and expand our staff of qualified engineers and technical professionals will be an important factor in determining our future success and growth. The market for these professionals is competitive inside and outside the U.S. We lost veteran managers and engineers through the reduction in force and voluntary retirement programs we initiated in 2014 as part of our planned restructurings. As some of our existing key personnel approach retirement age, we are developing and implementing proactive succession plans. If we cannot attract and retain qualified personnel, or if we cannot effectively implement our succession plans, we could have a material adverse impact on our business, financial condition, and results of operations. Since we derive a significant part of our revenue from services performed by our professional staff, our failure to retain and attract professional staff could adversely affect our business by impacting our ability to complete our projects and secure new contracts.

We face potential liability for faulty engineering services and we are subject to potential liability in other litigation, regulatory and legal proceedings.

Our engineering practice involves professional judgments regarding the planning, design, development, construction, operations and management of industrial facilities and public infrastructure projects. Because our projects are often large and can affect many people, our failure to make judgments and recommendations in accordance with applicable professional standards could result in large damages and, perhaps, punitive damages. Although we have adopted quality control, risk management and risk avoidance programs designed to reduce potential liabilities, and carry professional liability insurance to further set off this risk, there can be no assurance that such programs will protect us fully from all risks and liabilities.

We are also a party to other lawsuits and other legal and regulatory proceedings that arise in the normal course of business, including employment -related claims and contractual disputes. While we do not currently believe that any pending lawsuits or proceedings will have a material adverse effect on our results of operations or financial condition, there can be no assurance that this will not be the case.

Fluctuations in commodity prices may affect our customers' investment decisions and therefore subject us to risks of cancellation or delays in existing work, or changes in the timing and funding of new awards.

Commodity prices can affect our customers and may have a significant impact on the costs and profitability of our projects. For example, for projects that we perform on a guaranteed fixed price or "not to exceed" cost basis, unforeseen rising commodity prices can reduce our profit or cause us to incur a loss. Further, rising commodity prices can negatively impact the potential returns on investments for our customers and may lead to customers deferring new investments or canceling or delaying existing projects. Some of our customers are engaged in the production or processing of commodity products, particularly in the energy sector, and fluctuations in commodity prices can impact their business and their willingness to make new capital investments, which in turn may reduce demand for our services. Cancellations, delays and weakness in demand for our services in markets that are affected by commodity price fluctuations may affect our operating results in significant and unpredictable ways and could have a material adverse impact on our business, financial condition, and results of operations.

Changes in the level of activity in the hydrocarbon industry may adversely affect our financial condition and results of operations.

Demand for our oilfield services and other services we provide to the hydrocarbon industry fluctuates, and depend in part on decisions by our customers about their current and future activities and expenditures which, in turn, depend largely upon prevailing industry and market conditions that are influenced by numerous factors over which we have no control, including, but not limited to:

- current and projected prices of oil and natural gas and hydrocarbon products;
- oil and natural gas supply and demand in different geographic areas around the world;
- the cost of exploring for, developing, producing and delivering oil and natural gas;
- availability of qualified personnel and lead times associated with acquiring equipment and products;
- federal, state and local regulation of oilfield activities;
- environmental concerns regarding oil and natural gas exploration and production activities and methods; and
- seasonal limitations on access to work locations.

Anticipated future prices for natural gas and crude oil are a primary factor affecting activity and expenditure levels of our customers in the hydrocarbon industry. Lower prices or volatility in prices for oil and natural gas, as has recently occurred, typically decrease spending and drilling activity, which can cause rapid and material declines in demand for our oilfield services and in the prices we are able to charge for our services. Worldwide political, economic, military and terrorist events, as well as natural disasters and other factors beyond our control contribute to oil and natural gas price levels and volatility and are likely to continue to do so in the future.

We could sustain losses on contracts that contain a fixed price or guaranteed maximum price provision if our costs exceed the maximum prices.

Under fixed price contracts, we agree to deliver projects for a definite, predetermined price and under guaranteed maximum price contracts, we agree to deliver projects for a price that is capped regardless of our actual costs incurred over the life of the project. Under cost reimbursable contracts with maximum pricing provisions, we are typically compensated for the labor hours expended at agreed-upon hourly rates plus cost of materials plus any subcontractor costs used; however, there is a stated maximum compensation for the services to be provided under the contract. Many fixed price or guaranteed maximum price contracts are for large industrial facilities and public infrastructure projects and present the risk that our costs to complete a project may exceed the guaranteed maximum or fixed price agreed upon with the client. The fees negotiated for such projects may not cover our actual costs and desired profit margins. In addition, many of our customers on fixed or maximum price contracts do not accept escalation clauses regarding labor or material cost increases, including commodity price increases. If our actual costs for a maximum price project or fixed price project are higher than we expect, as has occurred in recent years, our profit margins on the project will be reduced or we could suffer a loss that could materially affect our results of operations.

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Percentage -of -completion accounting requires the use of estimates in order to calculate profits and losses for our engineering and construction contracts. Actual results could differ from those estimates.

The revenue for our engineering and construction contracts is accounted for on the percentage -of -completion method of accounting. This method of accounting requires us to calculate revenue and profit to be recognized in each reporting period based on our predictions of future outcomes, including our estimates of the total cost to complete the project, project schedule and completion date, the percentage of the project that is completed and the amounts of any probable unapproved change orders. Our failure to accurately estimate these often subjective factors could result in reduced profits or losses.

Environmental regulations and related compliance investigations may adversely impact our project performance, expose us to liability and could adversely affect our revenue.

A substantial portion of our business is generated either directly or indirectly as a result of laws and regulations related to environmental matters. In particular, our business involves significant risks including the assessment, analysis, remediation, handling, management and disposal of hazardous substances. As a result, we are subject to a variety of environmental laws and regulations governing, among other things, discharges of pollutants and hazardous substances into the air and water and the handling and disposal of hazardous waste including nuclear materials and related record keeping requirements. These laws and regulations and related investigations into our compliance, as it pertains to facility operations and remediation of hazardous substances, can cause project delays and, substantial management time commitment and may significantly add to our costs. Violations of these environmental laws and regulations could subject us to civil and criminal penalties and other liabilities, which can be very large. Although we have not been subject to any material civil or criminal penalties for violations of these laws to date, we have incurred costs and diverted resources to respond to reviews that have negatively impacted the profitability of some of our projects. While the costs of these reviews have not been material to our consolidated results of operations in the past, additional or expanded reviews or proceedings on environmental compliance, or any substantial fines or penalties, could affect our profitability and our stock price in the future, or could adversely affect our ability to compete for new business. Changes in environmental regulations could affect our business more significantly than other firms. Accordingly, a reduction in the number or scope of these laws and regulations, or changes in government policies regarding the funding, implementation or enforcement of such laws and regulations, could significantly reduce one of our most important markets and limit our opportunities for growth or reduce our revenue. In addition, any effort by government agencies to reduce the role of private contractors in regulatory programs, including environmental compliance projects, could have material adverse effects on our business.

We may not be successful in growing through acquisitions or integrating effectively any businesses and operations we may acquire.

Our success depends on our ability to continually enhance and broaden our service offerings and our service delivery footprint in response to changing customer demands, technology, and competitive pressures. Numerous mergers and acquisitions in our industry have resulted in a group of larger firms that offer a full complement of single source services including studies, design, engineering, procurement, construction, operations, maintenance, and facility ownership. To remain competitive, we may acquire new and complementary businesses to expand our portfolio of services, add value to the projects undertaken for clients or enhance our capital strength. We do not know if we will be able to complete any future acquisitions or whether we will be able to successfully integrate any acquired businesses, operate them profitably, or retain their key employees.

When suitable acquisition candidates are identified, we anticipate significant competition when trying to acquire these companies, and there can be no assurance that we will be able to acquire such acquisition targets at reasonable prices or on favorable terms. The Certificate of Designation also limits our ability to conduct certain acquisitions by requiring the consent of the holders of a majority of the outstanding shares of our Series A Preferred Stock before a proposed acquisition can be approved. If we cannot identify or successfully acquire suitable acquisition candidates, we may not be able to successfully expand our operations. Further, there can be no assurance that we will be able to generate sufficient cash flow from an acquisition to service any indebtedness incurred to finance such acquisitions or realize any other anticipated benefits. In addition, there can be no assurance that the due diligence undertaken in connection with an acquisition will uncover all liabilities relating to the acquired business. Nor can there be any assurance that our

profitability will be improved as a result of these acquisitions. Any acquisition may involve operating risks, such as:

- the difficulty of assimilating the acquired operations and personnel and integrating them into our current business;
- the potential impairment of employee morale;
- the potential disruption of our ongoing business;
- preserving important strategic and customer relationships;
- the diversion of management's attention and other resources;
- the risks of entering markets in which we have little or no experience;
- the possibility that acquisition related liabilities that we incur or assume may prove to be more burdensome than anticipated;
- the risks associated with possible violations of the Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010, and other anti -corruption laws as a result of any acquisition or otherwise applicable to our business; and
- the possibility that any acquired firms do not perform as expected.

The success of our joint ventures depends on the satisfactory performance by our joint venture partners. The failure of our joint venture partners to perform their obligations could impose on us additional financial and performance obligations that could result in reduced profits or significant losses on the projects that our joint ventures undertake.

We routinely enter into joint ventures as part of our business. The success of these joint ventures depends, in large part, on the satisfactory performance of our joint venture partners. If our joint venture partners fail to satisfactorily perform their joint venture obligations as a result of financial or other difficulties, the joint venture may be unable to adequately perform or deliver its contracted services. Under these circumstances, we may be required to make additional investments and provide additional services to ensure the adequate performance and project delivery. These additional obligations could result in reduced profits or, in some cases, significant losses for us with respect to the joint venture.

Occasionally, we participate in joint ventures where we are not a controlling party. In such instances we may have limited control over joint venture decisions and actions, including internal controls and financial reporting, which may have an impact on our business.

We may be restricted in our ability to access the cash flows or assets from our subsidiaries and joint venture partners upon which we are substantially dependent.

Substantially all of our cash flows and liquidity necessary to meet our operating expenditures and to participate in our internal market are generated by our subsidiaries. Our ability to access these necessary cash flows may be restricted by certain rules and regulations imposed on our foreign subsidiaries that may restrict us from gaining access to the cash flows or assets of these entities. Due to certain foreign rules and regulations, the financial condition and operational requirements of our foreign subsidiaries may limit our ability to obtain cash from these foreign subsidiaries. In addition, we conduct some operations through joint ventures. We do not manage all of these entities. Even in those joint ventures that we manage, we are often required to consider the interests of our joint venture partners in connection with decisions concerning the operations of the joint ventures. Our ability to access cash flows from our joint ventures may be restricted by certain rules and regulations imposed on our foreign joint ventures and by joint venture arrangements that may restrict us from gaining access to the cash flows or assets of these entities. As of December 25, 2015, \$ 95.4 million of our cash included in our consolidated balance sheet was held in bank accounts of our consolidated joint ventures.

Our dependence on subcontractors and equipment manufacturers could adversely affect us.

We rely on third party subcontractors as well as third party equipment manufacturers to complete our projects. To the extent that we cannot engage subcontractors or acquire equipment or materials, our ability to complete a project in a timely fashion or at a profit may be impaired. If the amount we are required to pay for these goods and services exceeds the amount we have estimated in bidding for fixed price contracts, we could experience losses in the performance of these contracts. In addition, if a subcontractor or a manufacturer is unable to deliver its services, equipment or materials according to the negotiated terms for any reason, including the deterioration of its financial

condition, we may be required to purchase the services, equipment or materials from another source at a higher price or on less favorable terms. These risks are potentially more significant in an economic downturn if financial difficulties in our supply chain cause our subcontractors or equipment suppliers not to be able to support the demands and schedules of our business. This may reduce the profit we expect to realize or result in a loss on a project for which the services, equipment or materials were needed.

Our defined benefit pension plans have significant deficits that may grow in the future; we may be required to contribute additional cash to meet any underfunded benefit obligations under these plans.

As a result of our acquisition of Halcrow, the Company acquired defined benefit pension plans (also known as “defined benefit pension schemes”) that have significant deficits. The ongoing funding obligations for the defined benefit pension plans vary from time to time depending on actuarial assumptions outside of the Company’s control, such as discount rates, inflation rates, plan investment returns, and life expectancy of the plan members. In order to maintain an adequate funding position over time, the Company continuously reviews these assumptions and mitigates these risks by working with the pension plan trustees and with actuarial and investment advisors. The Company maintains an ongoing dialog with its pension plan trustees to negotiate a reasonable schedule for cash contributions as required by local regulations. If, however, we are unable to agree such schedule in the future, or if certain assumptions that are outside our control, such as discount rates, inflation rates, plan investment returns or life expectancy change over time, the Company may need to make cash payments to such plans in order to meet such funding obligations, which could have material adverse effects on our financial position and/or cash flows.

We face risks associated with our international business.

We derive a substantial portion of our revenue from operations outside of the U.S. Conducting business abroad is subject to a variety of risks including:

- Currency exchange rate fluctuations, restrictions on currency movement and impact of international tax laws could adversely affect our results of operations and particularly if we are forced to maintain assets in currencies other than the U.S. dollar as our financial results are reported in U.S. dollars.
- Political and economic instability and unexpected changes in regulatory environment in countries outside the U.S. could adversely affect our projects overseas and our ability to repatriate cash.
- Inconsistent and diverse regulations, licensing and legal requirements may increase our costs because our operations must comply with a variety of laws that differ from country-to-country.
- Terrorist attacks and civil unrest in some of the countries where we do business may delay project schedules, threaten the health and safety of our employees, increase our cost of operations, and also result in cancellation of our contracts.
- Challenges in managing risks inherent in international operations, such as unique labor rules and corrupt business environments may cause inadvertent violations of both foreign and U.S. laws that we may not immediately detect or correct.

While we are monitoring such regulatory, geopolitical and other factors, we cannot assess with certainty what impact they may have over time on our business.

Foreign exchange risks may affect our ability to realize a profit from certain projects.

We attempt to minimize our exposure from currency risks by denominating our contracts in the currencies of our expenditures, obtaining escalation provisions for projects in inflationary economies, or entering into derivative (hedging) instruments. However, these actions may not always eliminate our currency risk exposure. Based on fluctuations in currency, the U.S. dollar value of our backlog may from time to time increase or decrease significantly. We do not enter into derivative instruments or hedging activities for speculative purposes. Our operational cash flows and cash balances may consist of different currencies at various points in time in order to execute our project contracts globally. In addition, our non -U.S. asset and liability balances are subject to currency fluctuations when measured period to period for financial reporting purposes in U.S. dollars.

Limitations of or modifications to, indemnification regulations of the U.S. or foreign countries could adversely affect our business.

The Price -Anderson Nuclear Industries Indemnity Act, commonly called the Price -Anderson Act, ("PAA") is a United States federal law, which, among other things, regulates radioactive materials and the nuclear energy industry, including liability and compensation in the event of nuclear related incidents. The PAA provides certain protections and indemnification to nuclear energy plant operators and DOE contractors. The PAA protections and indemnification apply to us as part of our services to the U.S. nuclear energy industry and the DOE for new facilities, maintenance, modification, decontamination and decommissioning of nuclear energy, weapons, and research facilities. We offer similar services in other jurisdictions outside the U.S., provided we believe similar protections and indemnities are available, either through laws or commercial insurance. These protections and indemnifications, however, may not cover all of our liability that could arise in the performance of these services. To the extent the PAA or other protections and indemnifications do not apply to our services, our business could be adversely affected because of the cost of losses associated with liability not covered by the available protections and indemnifications, or by virtue of our loss of business because of these added costs.

Risks associated with doing business in highly corrupt environments and employee, agent or partner misconduct or failure to comply with anti -bribery and other governmental laws could, among other things, harm our reputation.

The global nature of our business creates various domestic and local regulatory challenges. Our operations include projects in developing countries and countries torn by war and conflict. Many of these countries are rated poorly by Transparency International, the independent watchdog organization for government and institutional corruption around the world. Further, our operations outside of the U.S. are subject to the Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010, and similar anti -bribery laws in other jurisdictions which generally prohibit companies and their intermediaries from paying or offering anything of value to foreign government officials for the purpose of obtaining or retaining business, or otherwise receiving discretionary favorable treatment of any kind. In addition, we may be held liable for actions taken by our local partners, subcontractors and agents even though such parties are not always subject to our control. Any determination that we have violated the FCPA, the United Kingdom Bribery Act 2010, or any similar anti -bribery laws in other jurisdictions (whether directly or through acts of others, intentionally or through inadvertence) could result in sanctions that could have a material adverse effect on our business and our reputation and on our ability to secure U.S. federal government and other contracts. While our staff is trained on FCPA, the United Kingdom Bribery Act 2010, and other anti -corruption laws and we have procedures and controls in place to monitor compliance, situations outside of our control may arise that could potentially put us in violation of these regulations and thus negatively impact our business. In addition, we are also subject to various international trade and export laws. Any misconduct, fraud, non -compliance with applicable governmental laws and regulations, or other improper activities by our employees, agents or partners could have a significant impact on our business, financial results and reputation and could subject us to criminal and civil enforcement actions.

Misconduct could also include the failure to comply with government procurement regulations, regulations regarding the protection of classified information, regulations regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, regulations pertaining to the internal controls over financial reporting, environmental laws and any other applicable laws or regulations. In addition, we regularly provide services that may be highly sensitive or that relate to critical national security matters; if a security breach were to occur, our ability to procure future government contracts could be severely limited. Failure to comply with applicable laws or regulations or acts of misconduct could subject us to fines and penalties, loss of security clearances, and suspension or debarment from contracting, any or all of which could harm our reputation, reduce our revenue and profits and subject us to criminal and civil enforcement actions.

We face risks associated with working in locations where there are high security risks.

Some of our projects are performed in locations known for their high security risks. In these high risk locations, we may incur substantial security costs to maintain the safety of our employees and work sites. Despite our best efforts, we cannot guarantee the safety of our employees and we may suffer future losses of employees and subcontractors.

We face risks associated with our work sites and the maintenance of adequate safety standards.

Construction and maintenance sites are inherently dangerous workplaces and place our employees in close proximity to dangers of the work site, such as mechanized equipment, moving vehicles, chemical and manufacturing process and materials. Our failure to maintain and implement adequate safety standards and procedures could have a material adverse impact on our business, financial condition and results of operations.

Our businesses can be materially and adversely affected by severe weather.

Severe weather has in the past and can in the future create conditions that adversely affect our ability to complete specific projects on time or without excess costs. Such adverse weather conditions may include:

- evacuation of personnel and curtailment of services which may be temporary in nature;
- increased labor and materials costs in areas impacted by weather and subsequent increased demand for labor and materials for repairing and rebuilding;
- weather related damage to our jobsites or facilities;
- inability to deliver materials to jobsites in accordance with contract schedules;
- loss of productivity; and
- inability to complete projects in accordance with project schedules.

We typically remain obligated to perform our services after a natural disaster unless the contract contains a force majeure clause. We have force majeure clauses in the majority of our contracts that are at the highest risk of being impacted by a force majeure, which are our design-build, program management and EPC contracts. In addition, we typically seek and frequently obtain force majeure clauses in our engineering and consulting contracts. If a contract contains a force majeure provision, we may be able to obtain an extension of time to complete our obligations under such contracts, but we will still be subject to our other contractual obligations in the event of such an extraordinary event. Because we cannot predict the length, severity or location of any potential force majeure event, it is not possible to determine the specific effects any such event may have on us. Depending on the specific circumstances of any particular force majeure event, or if we are unable to react quickly such an event, our operations may be affected significantly, our productivity may be affected, our ability to complete projects in accordance with our contractual obligations may be affected and we may incur increased labor and materials costs, which could have a negative impact on our financial condition, relationships with customers or suppliers, and our reputation.

Rising inflation, increasing interest rates and construction costs could reduce the demand for our services as well as decrease our profit on our existing contracts.

Rising inflation could result in reduced demand for our services as inflationary pressures can prompt our public, government and commercial clients to reduce or eliminate spending. Further, increasing inflation could have an adverse impact on our costs of operations as increasing inflation could increase the cost certain services or products used in delivering our services.

This risk is further heightened because we bear some or all of the risk of rising inflation in our fixed price and guaranteed maximum price contracts which make up a significant portion of our revenue. In addition, if we expand our business into markets and geographic areas where fixed price work is more prevalent, inflation may have a larger impact on our results of operations in the future. Therefore, increases in inflation, interest rates or construction costs could individually or collectively have a material adverse impact on our business and financial results.

It can be difficult or expensive to obtain the insurance we need for our business operations.

As part of our business operations, we maintain insurance both as a corporate risk management strategy and to satisfy the requirements of many of our contracts. Insurance products go through market fluctuations and can become expensive and sometimes very difficult to obtain. We work with a diversified team of insurers to reduce our risk of available capacity. There can be no assurances, however, that we can secure all necessary or appropriate insurance in the future at an affordable price for the required limits. Our failure to obtain such insurance could lead to uninsured losses that could have a material adverse effect on our results of operations or financial condition.

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Our present assessment of the insurance market is that there is adequate capacity to cover our insurance needs, but there are indications that the cost of insurance is likely to rise. Currently our insurance and bonds are purchased from several of the world's leading and financially stable providers often in layered insurance or co-surety arrangements. The built-in redundancy of such arrangements usually enables us to call upon existing insurance and surety suppliers to fill gaps that may arise if other such suppliers become financially unstable, however, this may not always be the case. Our risk management personnel continuously monitor the developments in the insurance market and financial stability of the insurance providers.

Actual results could differ from the estimates and assumptions used to prepare our financial statements.

In order to prepare financial statements in conformity with generally accepted accounting principles in the U.S., we are required to make estimates and assumptions as of the date of the financial statements which affect the reported values of our assets, liabilities, revenue and expenses, and disclosures of contingent assets and liabilities. Areas requiring significant estimates by us include:

- recognition of contract revenue, costs, profit or losses in applying the percentage-of-completion method of accounting;
- recognition of recoveries under contract change orders or claims;
- collectability of billed and work-in-process unbilled accounts receivables and the need for and the amount of allowances for problematic accounts;
- estimated amounts for anticipated project losses, warranty costs and contract close-out costs;
- determination of liabilities under pension and other postretirement benefit programs;
- accruals for self-insurance programs for medical, workers compensation, general liability and professional liability;
- recoverability of deferred tax assets and the related valuation allowances, and accruals for uncertain tax positions;
- stock option valuation model assumptions;
- accruals for other estimated liabilities;
- employee incentive plans; and
- asset valuations.

We rely on information systems to conduct our business, and failure to protect these systems against security breaches could adversely affect our business and results of operations. Additionally, if these systems fail or become unavailable for any significant period of time, our business could be harmed.

Because of recent advancements in technology and well-known efforts on the part of computer hackers and cyber terrorists to breach data security of companies, we face risks associated with potential failure to adequately protect critical corporate, client, and employee data which, if released, could adversely impact our client relationships, our reputation, our operational capabilities and results, and violate privacy laws and other applicable laws and regulations. As part of our business, we develop, receive and retain confidential data about our company and our clients including the U.S. federal and other governments' classified or sensitive information.

In addition, as a global company, we rely heavily on computer, information and communications technology and related systems in order to operate. From time to time, we may be subject to systems failures, including network, software or hardware failures, whether caused by us, third party service providers, intruders or hackers, computer viruses, natural disasters, power shortages or terrorist attacks. Such failures could cause loss of data and interruptions or delays in our or our customers' businesses and could damage our reputation. In addition, the failure or disruption of our communications or utilities could cause us to interrupt or suspend our operations or otherwise adversely affect our business. Losses that may occur as a result of any system or operational failure or disruption may cause our actual results to differ materially from those anticipated.

We rely on industry accepted security measures and technology to securely maintain confidential and proprietary information maintained on our information systems. However, these measures and technology may not adequately prevent security breaches. Any significant interruption or failure of our information systems or any significant breach of security could result in the violation of privacy laws and other applicable laws and regulations,

damage our reputation and adversely affect our business and results of operations.

Further, there is increasing public attention on the importance of cyber security relating to critical infrastructure. This creates the potential for future developments in the regulatory approach to this area, which may impact our clients, and how we offer our services to our clients.

Risks Related to Our Internal Market, Including Continuing Liquidity Risk in Repurchasing Stock

We are an employee-controlled professional engineering services firm. As a result, ownership of our common stock and the ability to trade shares of our common stock on our internal market has been largely limited to “eligible employee stockholders,” which includes certain active and former employees, directors, eligible consultants and benefit plans and, under limited circumstances at our discretion other third-parties. At a special meeting held on February 19, 2015, our stockholders approved certain measures, including amendments to our restated certificate of incorporation, intended to facilitate investments in our common or preferred stock, including preferred stock convertible into common stock, by third-party investors, who we refer to as “outside investors.” On June 24, 2015, we sold and issued an aggregate of 3,214,400 shares of our Series A Preferred Stock to Apollo for an aggregate purchase price of approximately \$200.0 million in a private placement. On June 24, 2016 or upon our earlier company election, Apollo will purchase an additional 1,607,200 shares of our Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million at a second closing, subject to the satisfaction or waiver of certain conditions. Our outside investors, including Apollo, may transfer our stock other than through the internal market, subject to any contractual limitations that we and the outside investor agree upon. In addition, certain other rights and restrictions in our restated certificate of incorporation are applicable to eligible employee stockholders, but are not applicable to outside investors who may hold our common or preferred stock from time to time.

Unlike public companies whose stock is traded on a securities exchange, there is no public market for our common stock, which is traded exclusively on the internal market we established in 2000 to provide liquidity to eligible common stockholders. The following are significant risks that arise from the restrictions on selling our common stock and the operation of the internal market and are not typical risks associated with publicly traded stock of other companies you may be familiar with. Accordingly, you should consider the following risks in connection with any investment in our common stock. For a detailed discussion of the operation of our internal market and the transfer restrictions on our common stock, see *Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities* in this Annual Report on Form 10-K for the year ended December 25, 2015. Members of our Board of Directors and our management have historically participated in the internal market by purchasing and selling shares of our common stock on various trade dates. We expect that members of our Board of Directors and our management will continue to trade shares on the internal market from time to time, although such transactions are solely at the discretion of each individual.

The price of our common stock is determined by our Board of Directors’ judgment of fair value and not by market trading activity.

The price of our common stock on each trade date is established by our Board of Directors based on the factors that are described in the Annual Report on Form 10-K under the heading *Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*. Our Board of Directors sets the common stock price in advance of each trade date, and all trades on our internal market are transacted at the price established by our Board, which is a significant difference between investing in our common stock and owning stock of a publicly traded company. The market trading activity in our common stock on any given trade date, therefore, cannot affect the price of shares of our common stock on that trade date. This is a risk to eligible employee stockholders because our common stock price will not change to reflect the supply of, or the demand for, shares on a given trade date as it would in a public market. Eligible employee stockholders may not be able to sell their shares of common stock or may have to sell their shares at a price that is lower than the price that would prevail if the internal market price could change on a given trade date to reflect supply and demand. The common stock valuation methodology that our Board of Directors uses is intended to establish a price for shares of our common stock that represents fair value as of the applicable trade date. The valuation methodology used to determine fair value is subject to change at the discretion of our Board of Directors. However, the Certificate of Designation prevents us from, among other things, repurchasing shares of common stock from eligible employee stockholders in the internal market or otherwise at a valuation inconsistent with

our normal quarterly practice without the consent of the holders of a majority of the then outstanding shares of our Series A Preferred Stock.

Transfer restrictions on our common stock could prevent eligible employee stockholders from selling their common stock and result in the loss of all or part of their investment.

Since all of the shares of our common stock held by eligible employee stockholders are subject to transfer restrictions, eligible employee stockholders will generally only be able to sell their common stock through our internal market on the scheduled trade dates each year. In order to satisfy legal requirements for mandatory cash distributions or under other limited circumstances subject to our discretion, we may purchase shares from stockholders or permit stockholders to sell shares of common stock to third parties outside of the internal market. As a result, owning shares of our common stock is different from owning shares of stock that are publicly traded on a stock market because our eligible employee stockholders may not be able to sell their shares of our common stock on demand. Further, our common stock price could decline between the time eligible employee stockholders want to sell and the time they become able to sell, which would result in a partial or total loss of their investment.

Absence of a public market may prevent eligible employee stockholders from selling their stock at the time of their choosing and could result in the loss of all or part of their investment.

While we intend the internal market to provide some degree of liquidity to eligible employee stockholders, we are under no obligation to continue to maintain the internal market and there can be no assurance that there will be enough orders to purchase shares to permit eligible employee stockholders to sell their shares on the internal market at the time of their choosing. Our internal trading market generally experiences trade imbalances, with more sell orders than buy orders on each trade date. Under the internal market rules, we may participate in the internal market as a buyer of common stock if there are more sell orders than buy orders in the market, and we generally have elected to do so in the past to some extent, although we are under no obligation to do so and will not guarantee market liquidity. Beginning in the second half of 2014, as result of adverse operating results, reduced liquidity and other factors, we have limited the amount of money allocated to purchasing shares in the internal market, resulting in limitations on the number of shares eligible employee stockholders could sell in the internal market. We expect that we will continue to impose limitations on the amount of funds allocated to purchasing shares on the internal market trade dates that are currently expected to occur in 2016 and beyond.

We determine whether to participate in the internal market on a quarterly basis and do not set aside funds in advance to purchase shares of common stock in order to balance sell orders and buy orders on future trade dates. Prior to each quarterly trade date, we review the outstanding orders and any resulting imbalance between sell orders and buy orders and make a determination whether or not we should participate in the internal market by buying shares of common stock in order to help balance the number of sell orders and buy orders. In making that determination, our management and Board of Directors consider prevailing circumstances, including our financial condition and results of operations, our available cash and capital resources, including the borrowing capacity available pursuant to the terms of our existing unsecured revolving line of credit and other sources of liquidity, expected current and future needs for cash to fund our operations, anticipated contingencies and other factors. Any of those considerations, or other considerations that may arise in the future, could cause our management or Board of Directors to decide that we will participate in the internal market only on a limited basis (i.e. "partially clear" the market), in which case we would purchase some, but not all, of the shares of common stock subject to sell orders in excess of the number of buy orders on the applicable trade date, as has been the case on recent trade dates. Furthermore, such considerations could cause our management or Board of Directors to decide not to purchase any shares of common stock in order to help balance the internal market on any trade date, either on a one-time basis, or on a going-forward basis in accordance with internal market rules. In addition, in September 2014, our principal revolving credit facility was amended to include a limitation on the amount we may spend to repurchase its common stock in connection with its employee stock ownership program and to make legally required repurchases of common stock held in benefit plan accounts in the third and fourth quarters of 2014 and in 2015. Furthermore, the Certificate of Designation prevents us from, among other things, repurchasing shares of common stock from eligible employee stockholders in the internal market or otherwise in excess of certain pre-approved amounts without the consent of the holders of at least a majority of the then outstanding shares of our Series A Preferred Stock. If we sell additional shares of preferred stock or common stock to other outside investors, the contractual terms governing such investments could also impose additional direct or indirect limitations on our ability to conduct repurchases.

If we do not purchase any shares of common stock or only purchase enough shares to partially clear the market on any trade date, sell orders will be subject to limitations we refer to as proration and allocation in accordance with the internal market rules in effect at the time and eligible employee stockholders may only be able to sell a portion of the shares they want to sell on that trade date. Our Board of Directors has authority to modify the internal market rules related to allocation of limits on sell orders.

On the March 24, 2015 internal market trade date, our Board of Directors and management allocated up to \$5.0 million to repurchase shares of common stock on the internal market. As a result, each order to sell more than 273 shares placed on such date was only partially filled, with 273 shares being sold and all remaining shares returned to the accounts of the selling stockholders. On the June 5, 2015 internal market trade date, our Board of Directors and management allocated \$6.3 million to repurchase shares of common stock and sell orders were similarly limited to 275 or fewer shares. On the September 3, 2015 internal market trade date, our Board of Directors and management allocated \$30.0 million to repurchase shares of common stock and sell orders were similarly limited to 500 or fewer shares. On the December 3, 2015 internal market trade date, our Board of Directors and management allocated \$20.0 million to repurchase shares of common stock and sell orders were similarly limited to 435 or fewer shares. Together with prudent management of our resources for operating cash needs, we expect that the amounts that we will be able to spend to clear sell orders on the trade dates that are currently expected to occur in 2016 and beyond will continue to be severely restricted. Our Board of Directors and management anticipate that the internal market will only partially clear, and some sell orders will be only partially filled, on such trade dates.

Consequently, insufficient buyer demand could continue to cause sell orders to be limited, or could prevent the internal market from opening on any particular trade date, either of which could cause delay in eligible employee stockholders' ability to sell their common stock. If our stock price declines from the time eligible employee stockholders want to sell to the time they become able to sell, they could suffer partial or total loss of their investment. No assurance can be given that eligible employee stockholders desiring to sell all or a portion of their shares of common stock will be able to do so.

Legal requirements to repurchase shares of our common stock held through our 401(k) plan may constrain our ability to purchase shares in order to balance the internal market, which could delay or prevent sales by eligible employee stockholders who want to sell their common stock and result in the loss of all or part of their investment.

A significant portion of our outstanding shares of common stock are owned by eligible stockholders, including former and retired employees, through the CH2M HILL Retirement and Tax-Deferred Savings Plan (the "401(k) Plan"), which is subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). We are legally required to repurchase shares of our common stock held through the 401(k) Plan under certain circumstances, primarily related to separation from employment or retirement of eligible employee stockholders, and within the time periods prescribed by ERISA and the documents governing the terms of the 401(k) Plan. In some cases, our obligation to repurchase such shares of common stock arises if the former employee makes a request to liquidate their holdings of our common stock and in other cases the requirement is automatically triggered upon the former employee reaching a certain age. Accordingly, we are not able to predict the precise timing or amount of legally required repurchases we will be required to make in any future period. As of December 25, 2015, the aggregate amount of our common stock that we could be legally required to repurchase had a value of up to \$170.0 million, at the then-current stock price established by our Board of Directors. If we were to fail to make such legally required repurchases within the applicable time periods, we would be in violation of the terms of ERISA. In order to satisfy our obligation to make legally required repurchases, we could be required to expend significant funds, which could reduce our liquidity and limit the amount of funds available to purchase other shares of our common stock offered on the internal market on any trade date, or prevent such repurchases on the internal market entirely. Consequently, our obligation to make legally required repurchases could cause sell order amounts to be limited, or could prevent the internal market from opening on any particular trade date, either of which could cause delay in eligible stockholders' ability to sell their common stock. If our stock price declines from the time eligible stockholders want to sell to the time they become able to sell, they could suffer partial or total loss of their investment. No assurance can be given that eligible stockholders desiring to sell all or a portion of their shares of common stock will be able to do so.

Changes in the operation of the internal market or a determination to stop maintaining the internal market would delay or prevent sales by eligible employee stockholders who want to sell their common stock, which could result in the loss of all or part of their investment.

Our Board of Directors could, in its discretion, determine to change the internal market rules. For example, our Board of Directors could change the method for prorating or otherwise allocating buy orders and sell orders in an under-subscribed market, prioritize certain orders to comply with applicable laws or other considerations or limit the number or percentage of a stockholder's shares of common stock that such stockholder could sell on any given trade date. In addition, our Board of Directors, in their sole discretion, could decide to cease operating the internal market for a variety of reasons. A determination to change the rules under which the internal market operates or a decision to stop maintaining the internal market entirely, could cause significant delays in stockholders' ability to sell their common stock or prevent them from selling their common stock altogether.

Moreover, changes to the rules under which the internal market operates, could affect different stockholders in different ways; for example, by prioritizing certain transactions in stock held through employee benefit plans over transactions in stock held directly. The Certificate of Designation prevents us from, among other things, repurchasing shares of common stock from eligible employee stockholders in the internal market or otherwise at a valuation inconsistent with our normal quarterly practice without the consent of the holders of at least a majority of the then outstanding shares of our Series A Preferred Stock. Similarly, if we sell additional shares of preferred stock or common stock to an outside investor, the contractual terms governing such investment could impose additional direct or indirect limitations on the Board of Directors' ability to change the internal market rules or require any such change to affect outside investors differently than it affects stockholders. If our common stock price declines from the time stockholders want to sell to the time they become able to sell, they could suffer partial or total loss of their investment.

The Company may be unable to or may decide to not provide sufficient liquidity to enable the sale of all or a portion of shares offered for sale and may not be able to continue proration or allocation of sales at current levels.

While we believe that cash generated through operations and available borrowing capacity under our credit facility is sufficient to meet our near-term operational and capital requirements and will allow the Company to continue to participate in the internal market to a limited extent as determined by the Board of Directors, in its discretion, the ability of the Company to provide sufficient liquidity or capital to participate in the internal market at all or to participate at recent levels may be restricted by, without limitation, the number of shares offered for sale, other corporate opportunities, or the ability of the Company to generate enough liquidity.

The amount of shares offered for sale at any given time and the increasing number of shares held by employees at retirement age may cause requests for sales of shares to far exceed the amount of capital the Board of Directors allocates to the internal market. Further, the Company, acting through the Board of Directors, may decide to allocate capital or cash to activities or opportunities outside the internal market. Further, the Company in the future may not be able to generate the liquidity either through operations or through use of the credit facility to participate in the internal market.

The occurrence of any of these or similar events could cause sell order amounts to be limited, could prevent the internal market from operating for a certain period or periods of time, could cause delays in the opening of the internal market trade dates or could result in the cessation of the internal market altogether. Any of these changes could cause a delay in eligible stockholders' ability to sell their common stock. If our stock price declines from the time eligible stockholders want to sell to the time they become able to sell, they could suffer partial or total loss of their investment. No assurance can be given that eligible stockholders desiring to sell all or a portion of their common stock will be able to do so.

Future changes in our capital structure to provide greater liquidity or access to greater liquidity may interrupt, substantially alter, or cease the operation of our internal market.

In order to provide greater liquidity to the Company to meet future capital needs, the Company is beginning to consider transformational alternatives to our internal market and the capital structure of the Company. These transformational alternatives may include, but are not limited to, an initial public offering, issuance of additional

Preferred Series A stock to Apollo or other investors, issuance of preferred stock or common stock to other outside, non-employee investors, or seeking partners for a merger or other business combination for the Company.

If the Company elects to pursue any one or any combination of transformational alternatives to our capital structure, obligations resulting from the laws, regulations or agreements between parties to achieve the chosen capital structure transformation alternative could cause sell order amounts to be limited, could prevent the internal market from operating for a certain period or periods of time, could cause delays in the opening of the internal market trade dates or could result in the cessation of the internal market altogether. Any of these changes could cause a delay in eligible stockholders' ability to sell their common stock. If our stock price declines from the time eligible stockholders want to sell to the time they become able to sell, they could suffer partial or total loss of their investment. No assurance can be given that eligible stockholders desiring to sell all or a portion of their common stock will be able to do so.

The limited market and common stock transfer restrictions applicable to eligible stockholders, as well as rights and restrictions in our restated certificate of incorporation and bylaws, will likely have anti -takeover effects.

Only the Company, members of our Board of Directors, certain consultants and certain eligible employees may purchase our common stock through our internal market. We also have significant restrictions on the transfer of our common stock by stockholders outside of the internal market. These limitations make it extremely difficult for a potential acquirer who does not have the prior consent of our Board of Directors to attain control of our company, regardless of the price per share an acquirer might be willing to pay and whether or not our stockholders would be willing to sell at that price. In addition, other provisions in our restated certificate of incorporation and bylaws impose a sixty six and two thirds percent (66 2/3%) stockholder approval requirement for any amendment to our bylaws proposed by a stockholder and impose a requirement that our active employees constitute a majority of the Board of Directors at all times, which may make it more difficult for a potential acquirer to gain control of our company without the prior consent of our Board of Directors. The Certificate of Designation also prevents us from, among other things, effecting certain liquidation events (including a sale of the Company) and changes of control in which the holders of Series A Preferred Stock would receive less than \$600.0 million in cash or liquid assets without the consent of the holders of at least a majority of the then outstanding shares of our Series A Preferred Stock.

Future returns on our common stock may be significantly lower than historical returns and the value of our common stock may decline .

Historical trends in our stock price are not necessarily indicative of the stock price in the future. In the past, our stock price has, in some cases, declined from one quarter to the next. We cannot assure stockholders that our common stock will provide returns in the future comparable to those achieved historically or that the price will not decline.

Risks Related to Our Series A Preferred Stock

The issuance of shares of our Series A Preferred Stock to Apollo has reduced the relative voting power of holders of our common stock, may dilute the ownership of such holders and therefore negatively affect the price of our common stock, and any additional issuance of shares of our Series A Preferred Stock in the future may increase these effects.

On June 24, 2015, we sold and issued an aggregate of 3,214,400 shares of our Series A Preferred Stock to Apollo for an aggregate purchase price of approximately \$200.0 million in a private placement. On June 24, 2016 or upon our earlier election, Apollo will purchase an additional 1,607,200 shares of our Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million at a second closing, subject to the satisfaction or waiver of certain conditions. As holders of our Series A Preferred Stock are entitled to vote, on an as-converted basis, together with holders of our common stock as a single class on all matters submitted to a vote of our common stockholders, the issuance of the Series A Preferred Stock to Apollo has effectively reduced the relative voting power of the holders of our common stock.

In addition, any holder of outstanding shares of Series A Preferred Stock may elect, from time to time, to convert any or all of such holder's shares of Series A Preferred Stock into a number of shares of our common stock as is determined by dividing the original issue price of \$62.22 per share (the "Original Issue Price") by a conversion price (the "Initial Conversion Price"), which initially is also \$62.22 per share. Under certain circumstances set forth in our Investor

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Rights Agreement with Apollo, after June 24, 2020, the Initial Conversion Price will be reduced to \$52.65 or \$47.86, depending on the aforementioned circumstances. The Initial Conversion Price is also subject to adjustments on a broad-based, weighted-average basis upon the issuance of shares of common stock or certain equivalent securities at a price per share less than the Initial Conversion Price as adjusted to date, subject to certain exclusions. Conversion of the Series A Preferred Stock to common stock would dilute the ownership interest of existing holders of our common stock.

The holders of our Series A Preferred Stock may exercise influence over us, including through Apollo's ability to elect up to two members of our Board of Directors.

As of December 25, 2015, the shares of Series A Preferred Stock owned by Apollo represent approximately 11% of the voting rights of our common stock, on an as-converted basis. As a result, Apollo has the ability to influence the outcome of any matter submitted for the vote of our stockholders.

In addition, the Certificate of Designation grants certain consent rights to the holders of at least a majority of Series A Preferred Stock before taking certain actions, including (a) increasing the authorized number of shares of Series A Preferred Stock; (b) authorizing securities having rights, preferences or privileges that are senior to or on a parity with the Series A Preferred Stock as to dividends or upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other transaction deemed a liquidation event pursuant to the certificate of designation (including a sale of the Company) or increasing the authorized number of shares of any such securities; (c) amending our restated certificate of incorporation in any way that adversely affects the rights, preferences or privileges of the Series A Preferred Stock; (d) conducting certain liquidation events in which the holders of Series A Preferred Stock would receive less than \$600.0 million in cash or liquid assets; (e) effecting or allowing the registration or listing on a securities exchange of any securities of the Company other than in accordance with post-registration or post-listing restrictions on transfer of our common stock as further described in the Certificate of Designation; (f) entering into agreements for certain acquisitions, joint ventures or investments, except, in certain circumstances, those involving amounts of \$100.0 million or less; (g) entering into agreements for certain firm, fixed-price or lump-sum design-build or EPC contracts outside of our water business group involving certain negotiated amounts; (h) entering into certain related-party transactions; (i) entering into any new line of business; (j) conducting certain repurchases of shares of capital stock in excess of negotiated pre-approved amounts set forth in the certificate of designation; (k) incurring certain debt for borrowed money in amounts that would cause our leverage ratio to exceed 3.00: 1.00 (or 3.25:1.00 for 2015); (l) increasing the number of directors on our Board of Directors to more than 13; and (m) under certain circumstances set forth in our Investor Rights Agreement with Apollo, after June 24, 2020, issuing equity securities other than certain pre-approved issuances pursuant to existing plans and agreements. Apollo and any other future holders of Series A Preferred Stock may have interests that diverge from, or even conflict with, those of our other stockholders. For example, the holders of Series A Preferred Stock may have an interest in directly or indirectly pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their other equity investments, even though such transactions might involve risks to us.

In addition, for so long as Apollo continues to hold a minimum required number of the shares of Series A Preferred Stock set forth in the Investor Rights Agreement, Apollo will have the right to designate two directors to our Board of Directors. Notwithstanding the fact that all directors will be subject to fiduciary duties and applicable law, the interests of the directors appointed by Apollo may differ from the interests of our stockholders as a whole or of our other directors.

The Series A Preferred Stock has rights, preferences and privileges that are not held by, and are preferential to, the rights of our common stockholders. Such preferential rights could adversely affect our liquidity and financial condition and may result in the interests of the holders of the Series A Preferred Stock differing from those of our common stockholders.

In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other transaction deemed a liquidation event pursuant to the Certificate of Designation, including a sale of the Company (a "Liquidation"), each holder of outstanding shares of our Series A Preferred Stock will be entitled to be paid out of our assets available for distribution to stockholders, before any payment may be made to the holders of our common stock, an amount per share equal to the Original Issue Price, plus accrued and unpaid dividends thereon or, in the event that such Liquidation occurs before the June 24, 2020, such dividends as would have accrued on such shares

through such date and are unpaid, and in each case, together with any other dividends declared and unpaid on such shares of Series A Preferred Stock. If, upon such Liquidation, the amount that the holders of Series A Preferred Stock would have received if all outstanding shares of Series A Preferred Stock had been converted into shares of our common stock immediately prior to such Liquidation would exceed than the amount they would receive pursuant to the preceding sentence, the holders of Series A Preferred Stock will receive such greater amount.

Dividends on the Series A Preferred Stock are cumulative and accrue quarterly, whether or not declared by our Board of Directors, at the rate of 5.0% per annum on the sum of the Original Issue Price plus all unpaid accrued and unpaid dividends thereon. After June 24, 2020, the rate at which dividends accrue may increase from 5.0% to 10.0% or 15.0% if our stockholders do not approve a sale of the Company which has been recommended by our Board of Directors or subsequently do not approve certain other actions to facilitate an initial public offering. Dividends accruing on shares of Series A Preferred Stock prior to June 24, 2020 are not paid in cash or in kind but are added to the liquidation preference of the Series A Preferred Stock pursuant to the Certificate of Designation. After June 24, 2020, dividends accruing on shares of Series A Preferred Stock will be payable in cash at the election of our Board of Directors. In addition, under certain circumstances set forth in the Certificate of Designation, after June 24, 2020, dividends accrued on shares of Series A Preferred Stock will be payable in cash or in kind at the election of the holders of a majority of the outstanding shares of Series A Preferred Stock. In addition to the dividends accruing on shares of Series A Preferred Stock described above, if we declare certain dividends on our common stock, we will be required to declare and pay a dividend on the outstanding shares of our Series A Preferred Stock on a pro rata basis with the common stock, determined on an as-converted basis.

Pursuant to the Certificate of Designation, we may redeem all shares of Series A Preferred Stock, but no less than all shares of Series A Preferred Stock, out of funds lawfully available for such purpose in one installment commencing at any time on or after June 24, 2018. The aggregate redemption price for the shares of Series A Preferred Stock will be equal to the greater of (a) the fair value of such shares, as determined by an appraisal provided for in the Certificate of Designation, plus accrued and unpaid dividends on such shares, together with any other dividends declared and unpaid thereon, and (b) certain guaranteed minimum prices of up to an aggregate of \$600.0 million. The Series A Preferred Stock is not redeemable upon the election of the holders of Series A Preferred Stock.

Our obligation to pay dividends to the holders of our Series A Preferred Stock in certain circumstances and our potential decision to redeem the outstanding shares of Series A Preferred Stock could impact our liquidity and reduce the amount of cash flows available for working capital, capital expenditures, growth opportunities, acquisitions and other general corporate purposes and the repurchase of common stock on our internal market. Our obligations to the holders of Series A Preferred Stock could also limit our ability to obtain additional financing or increase our borrowing costs, which could have an adverse effect on our financial condition.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Propertie s*

Our operations are conducted primarily in leased properties in 37 countries throughout the world. Our corporate headquarters are located 9191 S. Jamaica Street, Englewood, Colorado. We believe our current facilities, which include leases for approximately 2.9 million square feet worldwide, are adequate for the operation of our business.

Item 3. *Legal Proceeding s*

We are party to various legal actions arising in the normal course of business. Because a large portion of our business comes from U.S. federal, state and municipal sources, our procurement and certain other practices at times are subject to review and investigation by various agencies of the U.S. government and state attorneys' offices. Such state and U.S. government investigations, whether relating to government contracts or conducted for other reasons, could result in administrative, civil or criminal liabilities, including repayments, fines or penalties or could lead to suspension or debarment from future U.S. government contracting. These investigations often take years to complete and many result in no adverse action or alternatively could result in settlement. Damages assessed in connection with and the cost

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of defending any such actions could be substantial. While the outcomes of pending proceedings and legal actions are often difficult to predict, management believes that proceedings and legal actions currently pending would not result in a material adverse effect on our results of operations or financial condition even if the final outcome is adverse to our company.

Many claims that are currently pending against us are covered by our professional liability insurance after we have exhausted our self-insurance requirement, which is currently \$20.0 million per policy year. Management estimates that the levels of insurance coverage (after retentions and deductibles) are generally adequate to cover our liabilities, if any, with regard to such claims. Any amounts that are probable of payment are accrued when such amounts are estimable. Subject to the foregoing, the following legal proceedings are not probable of payment at this time but are disclosed because an adverse outcome with regard to any one or a combination of these legal proceedings could have a future material adverse impact on our financial condition, cash flows or results of operations.

In 2010, we were notified that the U.S. Attorney's Office for the Eastern District of Washington was investigating overtime practices in connection with the U.S. Department of Energy Hanford tank farms management contract which we transitioned to another contractor in 2008. In 2011 and 2012, eight former CH2M Hanford Group ("CH2M Subsidiary") employees pleaded guilty to felony charges related to time card fraud committed while working on the Hanford Tank Farm Project. As part of its investigation, the U.S. Attorney's Office raised the possibility of violations of the civil False Claims Act and criminal charges for possible violations of federal criminal statutes arising from CH2M's Subsidiary overtime practices on the project. In September 2012, the government intervened in a civil False Claims Act case filed in the District Court for the Eastern District of Washington by one of the employees who plead guilty to time card fraud. In March 2013, we entered into a Non-Prosecution Agreement ("NPA") concluding the criminal investigation so long as we comply with the terms of the NPA. The NPA requires us to comply with ongoing requirements for three years after the effective date, and therefore is expected to expire in March 2016. By a separate agreement, we obtained dismissal of the civil False Claims Act case. We paid \$18.5 million in total under both agreements. As a result, no criminal charges were brought against CH2M Subsidiary or any CH2M entities, and the civil False Claims Act case was dismissed.

In January 2011, CH2M HILL Energy Canada, LTD was awarded the mechanical installation contract for Spectra Energy Transmission's ("Spectra") Fort Nelson North Processing Facility located in Northern British Columbia. These services included directly performed civil, structural, mechanical equipment, and piping installation for the project. Spectra is claiming it suffered damages associated with project delay and cost overruns. To settle construction related claims, the contract terms were changed from a fixed price to a cost plus fixed fee arrangement, and the project completion date was extended, in a Settlement Agreement dated November 2011. The project was completed in February 2013. Spectra claims the project was completed almost a year after its original scheduled completion date and at a cost significantly in excess of the budget, and that CH2M is liable for damages for breach of contract and gross negligence. Spectra also asserts it was induced to enter into the Settlement Agreement by false or negligent representations regarding the remaining cost to complete the project. Spectra commenced arbitration proceedings in Calgary, Alberta on September 10, 2013 in UNCITRAL arbitration. The arbitration hearing commenced on September 14, 2015, and lasted for six weeks through October 22, 2015. Post-hearing briefs are being submitted by the parties in the first quarter of 2016. We expect an arbitration decision in the first half of 2016. Although the arbitration demand did not state damages with any particularity, the damages claims advocated by Spectra during the arbitration hearing totaled \$167.1 million, plus interests and costs. Based on information presently known to management, we will continue to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

CH2M-WG Idaho, LLC ("CWI"), owned 50.5% by CH2M, is a remediation contractor for the U.S. Department of Energy ("DOE") at the Idaho National Laboratory site. The original remediation contract was to run from May 2005 through September 2012, and was extended through September 2015. CWI currently has a disagreement with DOE concerning what CWI's final fee should be for the base contract period from May 2005 through September 2012. In December 2013, the DOE issued a final determination that was approximately \$30.0 million less than CWI expected to receive in the fee determination. On March 6, 2014, CWI filed a Certified Claim with the Contracting Officer for a total fee owed of \$40.1 million. The Certified Claim was rejected through a Contracting Officer's Final Decision in May 2014, and CWI filed its appeal to the Civilian Board of Contract Appeals on May 30, 2014. Trial is scheduled for April 12, 2016. Based on information presently known to management, we intend to pursue our claims to recover CWI's final

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fee submission, and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 1997, Operations Management International, Inc. ("OMI") entered into an agreement with the Greater New Haven Water Pollution Authority ("the Authority"), to maintain and operate the New Haven waste water treatment system, including treatment plants, pump stations and transmission lines. The contract term was January 1998 to January 2014. On October 1, 2013, the Authority issued a Notice of Events of Default to OMI requiring it to correct certain alleged maintenance and operational deficiencies in the system within the next 30 days. The Authority is seeking repairs and replacement of equipment in all portions of the system except the transmission piping. The Authority is also seeking damages for amounts billed by OMI for services the Authority alleges were never performed. The initial informal demand from the Authority was \$12.5 million. On December 11, 2013, the Authority filed suit against OMI and CH2M HILL Companies, Ltd. ("CH2M") in Connecticut Superior Court, Judicial District of New Haven, alleging breach of contract, breach of corporate parent guarantee, unjust enrichment, and violations of the Connecticut Unfair Trade Practices Act. The complaint does not itemize or quantify the Authority's alleged damages. On January 8, 2014, the Authority filed suit against OMI's co-sureties under the performance bond, Federal Deposit and Guaranty of Maryland, Federal Insurance Company and Liberty Mutual Insurance Company (the "Sureties"). This suit alleged that OMI failed to perform as required under the contract and that the sureties failed to meet the terms of their bonds. CH2M and OMI have accepted the Sureties' tender of defense. In July 2014, the matter was transferred to the Complex Litigation Docket of the Connecticut Superior Court in the Judicial District of Waterbury. On July 31, 2015, the Authority's counsel issued its damages report setting forth alleged damages of approximately \$73.0 million. Trial is scheduled for January 17, 2017. Based on information presently known to management, we intend to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 2003, the Municipality of Anchorage, Alaska ("Municipality") began its Port of Anchorage Intermodal Expansion Project by entering into Memoranda of Understanding with the Maritime Administration ("MarAd"). MarAd contracted with Integrated Concepts and Research Corporation ("ICRC") to perform certain design and construction-related work on the Project. In 2006, ICRC subcontracted certain Project design work to PND Engineers, Inc. ("PND"). In 2006, PND subcontracted some limited portions of its work to VECO, Inc. (n/k/a CH2M HILL Alaska, Inc.). During the design phase, PND's proprietary design, the Open Cell Sheet Pile system ("OCSP") was recommended as the preferred design alternative on the Project. In March 2007, VECO issued a written report analyzing how the OCSP system would perform in three categories of seismic events. On March 8, 2013, the Municipality filed suit against ICRC, PND, and CH2M HILL Alaska, Inc. in the Superior Court for the State of Alaska, Third Judicial District at Anchorage. Four additional parties (GeoEngineers, Inc.; Terracon Consultants, Inc.; Colaska, Inc.; and MKB Constructors) have since been added to the litigation. The matter was later transferred to the United States District Court for the District of Alaska. The Municipality alleges the Project suffered from design and construction deficiencies. The Municipality's current claims against CH2M HILL Alaska, Inc. are for professional negligence, negligence, and negligent misrepresentation. The Municipality claims that its damages against all defendants are approximately \$340.0 million. Trial is scheduled to begin in September 2016. The Municipality has also filed suit against MarAd in the Court of Federal Claims related to the Project. Based on information presently known to management, we intend to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 2011, Halcrow Group Limited ("HGL") entered into a contract with Fenix Power Per, SA ("Fenix Power") to design an intake/outfall system for a natural gas 520MW combined cycle power plant located near Chilca, Peru. On January 28, 2014, Fenix Power's general contractor, Constructora Belfi-Montec S.A. ("Belfi-Montec"), began arbitration proceedings related to HGL's design work on the project. The arbitration hearing is venued at the Santiago Arbitration and Mediation Center in Santiago, Chile. Belfi-Montec claims that HGL's marine reports contained errors relating to wave height calculations, ballast placement, reinforcement measures, sea bottom stability and shoal breaker locations. Belfi-Montec asserts it relied on the information contained in HGL's reports to design the service pier structure, sheet piling and outfall pipelines. Belfi Montec alleges that it incurred additional cost and delays to correct HGL's errors including modifications to the outfall pipeline length, pier structure, sheet piling at the shoring wall, and dredging. In addition, Belfi-Montec claims damages related to HGL's design of ballast support systems, intake structures, and other elements of the intake/outfall system. The total amount claimed is approximately \$16.9 million. We expect the arbitrator will make a decision in the first half of 2016. Based on information presently known to management, we intend

to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations .

Item 4. *Mine Safety Disclosures*

None.

PART II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Market Information

CH2M HILL Companies, Ltd. ("CH2M") has a long history as an employee-controlled professional engineering services firm. Our common stock was, in the past, only available to be owned by certain active and former employees, directors, eligible consultants and benefit plans and their participants and, under limited circumstances at our discretion, other third-parties. We refer to those eligible owners of our common stock as our "eligible employee stockholders." In 2015, our stockholders approved certain measures, including amendments to CH2M's restated certificate of incorporation, intended to facilitate investments in CH2M's common or preferred stock, including preferred stock convertible into common stock, by third-party investors, who we refer to as "outside investors," and to permit such outside investors to transfer CH2M common stock other than through the internal market, subject to any contractual limitations CH2M and the outside investor agree upon. In addition, certain other rights and restrictions in our restated certificate of incorporation are applicable to eligible employee stockholders, but are not applicable to outside investors who may hold common or preferred stock in CH2M from time to time.

There is no market on which our stock may be purchased by the general public. In order to provide liquidity for our stockholders, in 2000 CH2M established an internal market ("Internal Market") operated through an independent broker, currently Neidiger, Tucker and Bruner, Inc. ("NTB").

The Internal Market enables eligible employee stockholders to offer to sell or purchase shares of our common stock on predetermined days (each, a "Trade Date"). The Trade Dates are determined by our Board of Directors. Generally, there are four Trade Dates each year that occur on a quarterly basis. All sales of our common stock on the Internal Market are made at the price determined by our Board of Directors, generally on a quarterly basis in conjunction with the determination and announcement of quarterly Trade Dates. After our Board of Directors determines the stock price for use on the next Trade Date, all eligible employee stockholders will be advised as to the new stock price and the next Trade Date .

Purchases of common stock on the Internal Market are restricted to the following authorized buyers :

- our employees, directors and certain eligible consultants
- trustees of the benefit plans (on behalf of plan participants)
- administrator of the Payroll Deduction Stock Purchase Plan ("PDSPP") (on behalf of PDSPP participants)

In addition, at the discretion of our Board of Directors, we may permit other third parties to purchase common stock from existing stockholders under limited circumstances in private transactions outside of the Internal Market. Authorized sellers who may sell shares through the Internal Market include the authorized buyers and former employees who acquired shares of our common stock while employed, as well as any third parties who may be permitted to purchase our common stock as described above.

Our Internal Market is managed through an independent broker, currently NTB. On each Trade Date, NTB acts upon instructions, or "orders," from the buyers and sellers to trade shares of our common stock at the stock price set by our Board of Directors and in accordance with the Internal Market rules. All sellers on the Internal Market, other than CH2M and the trustees of the 401(k) Plan, pay NTB a commission fee equal to three tenths of one percent (.3%) of the

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proceeds from such sales. No commission is paid by buyers on the Internal Market. NTB does not play a role in determining the price of our common stock and is not affiliated with us. Individual stock ownership account records are currently maintained by our in-house transfer agent.

The Internal Market functions differently than most public securities markets, where actual market trading activity determines the trading price of the securities. On the Internal Market, the price of shares of our common stock is determined by our Board of Directors based on their judgment of fair value. Our eligible employee stockholders then make independent decisions to submit buy orders and sell orders for each trade date, which generally does not result in a "balanced market" because the number of buy orders and sell orders are unequal. The Internal Market rules permit CH2M to elect to purchase shares if the Internal Market is "under-subscribed" for a particular Trade Date, meaning that there are more sell orders than buy orders. Similarly, CH2M may elect to sell shares or impose limitations on the number of shares that an authorized buyer may purchase if the Internal Market is "over-subscribed" for a particular Trade Date, meaning that there are more buy orders than sell orders. Since the inception of the Internal Market in 2000, the Internal Market has been under-subscribed on all Trade Dates but one.

CH2M may, but is not obligated to, purchase shares of common stock on the Internal Market on any Trade Date at the price in effect on that Trade Date, but only to the extent that the number of shares offered for sale by eligible employee stockholders exceeds the number of shares sought to be purchased by authorized buyers. The decision whether or not CH2M will purchase shares in the Internal Market, if the Internal Market is under-subscribed, is solely within the discretion of our management and Board of Directors and we generally will not notify eligible employee stockholders as to whether or not we will participate prior to the Trade Date. Eligible employee stockholders should understand that there can be no assurance that they will be able to sell their stock without substantial delay or that their stock will be able to be sold at all on the Internal Market. In making the determination as to whether to participate in an under-subscribed market on any trade date, our management and Board of Directors will consider a variety of relevant factors in light of prevailing circumstances at that time, including our financial condition and results of operations, our available cash and capital resources, including the availability of indebtedness pursuant to the terms of our existing unsecured revolving line of credit and other sources of liquidity, expected current and future needs for cash to fund our operations, anticipated contingencies, contractual terms agreed to with any outside investor and other factors. Depending on prevailing circumstances, we may consider other factors from time to time in connection with the decision whether or not to participate in an under-subscribed market on any particular Trade Date.

If the aggregate number of shares offered for sale on the Internal Market on any Trade Date is greater than the number of shares sought to be purchased and we decide not to participate in the internal market or to participate only to a limited extent, sell orders submitted by eligible employee stockholders will be subject to proration or allocation, meaning that sell orders will be accepted as follows :

- **Proration** : If enough buy orders are received to purchase all the shares offered by each eligible employee stockholder who wants to sell fewer than 500 shares, which we refer to as the "proration threshold," and at least 500 shares from each other seller, then all sell orders will be accepted up to the first 500 shares and the portion of any sell orders exceeding 500 shares will be accepted on a pro-rata basis. In other words, every eligible employee stockholder selling 500 or fewer shares would sell all of such shares, while eligible employee stockholders seeking to sell more than 500 shares would sell 500 shares *plus* a portion of the remainder of the shares they are offering. The proration threshold is subject to change at the discretion of our Board of Directors and any change to the proration threshold will be announced in advance of the Trade Date on which the change will take effect.
- **Allocation** : If not enough buy orders are received to give effect to the proration described above, then the purchase orders will be allocated equally to each seller. For example, if there are only enough buy orders to purchase up to 100 shares from every seller, then every seller will sell the same number (100) of shares (except eligible employee stockholders who want to sell fewer than 100 shares, who would sell the exact number of shares they specify in their sell orders) even though some sellers may be seeking to sell only 100 (or fewer) shares, while others are seeking to sell considerably more shares

In any such case, all shares of common stock offered by any eligible employee stockholder for sale but not sold on that trade date would remain the property of the eligible employee stockholder and held in their name or

applicable account and the eligible employee stockholder will have to submit a new sell order in order to sell such shares on a subsequent trade date.

As a result of various factors, including adverse operating results during recent periods, reduced liquidity and other operating challenges, CH2M management and Board of Directors determined to participate only to a limited extent in the Internal Market on the September and December 2014 Trade Dates. For the March 2015 Trade Date, CH2M allocated \$5.0 million towards purchasing shares on such Trade Date (in addition to \$5.1 million of legally required repurchases of shares held in benefit plan accounts), which was less than the amount necessary to purchase all of the shares offered on the Internal Market, and eligible employee stockholders were subject to a 273-share cap on the number of shares they could sell. For the June 2015 Trade Date, CH2M allocated \$6.3 million towards purchasing shares (in addition to legally required repurchases of \$3.8 million), and eligible employee stockholders were subject to a 275-share cap on the number of shares they could sell. For the September 2015 Trade Date, CH2M allocated \$30.0 million towards purchasing shares (in addition to legally required repurchases of \$2.9 million), and eligible employee stockholders were subject to a 500-share cap on the number of shares they could sell. For the December 2015 Trade Date, CH2M allocated \$20.0 million towards purchasing shares (in addition to legally required repurchases of \$16.5 million), and eligible employee stockholders were subject to a 435-share cap on the number of shares they could sell.

We may sell shares or impose limitations on the number of shares that an individual eligible employee stockholder may purchase if the Internal Market is over-subscribed. To the extent that the aggregate number of shares sought to be purchased exceeds the aggregate number of shares offered for sale, we may, but are not obligated to, sell authorized but unissued shares of common stock on the Internal Market at the price in effect on that Trade Date to satisfy purchase demands. The decision as to whether or not we will sell shares in the Internal Market, if the Internal Market is over-subscribed, is solely within our discretion and we will not notify eligible employee stockholders as to whether or not we will participate prior to the Trade Date. Eligible employee stockholders should understand that there can be no assurance that they will be able to buy as many shares as they would like on a given Trade Date. We will consider a variety of factors in making the determination as to whether to participate in an over-subscribed market. Since the inception of the Internal Market in 2000, however, the Internal Market has been under-subscribed on all Trade Dates but one.

If the aggregate purchase orders exceed the number of shares of our common stock available for sale in the Internal Market on any Trade Date and a determination is made that CH2M will not issue additional shares to satisfy the excess purchase orders, the following prospective purchasers will have priority to purchase shares, in the order listed:

- Administrator of the PDSPP
- Trustees of the 401(k) Plan; and
- Internal Market participants on a pro-rata basis (including purchases through pre-tax and after-tax deferred compensation plans)

All eligible employee stockholders who desire to sell their stock upon retirement must do so in accordance with the rules governing the Internal Market. In addition, our Articles of Incorporation and Bylaws, as well as the terms of the 401(k) Plan, permit us to allow retired and other former employees to continue to hold the common stock they own after leaving. The Board of Directors has determined that former employees are permitted to continue to hold common stock after separation, although the Board of Directors has the discretion to change or modify this policy at any time.

Price of our Common Stock

The price of CH2M common stock is established by the Board of Directors each quarter based on a company fair valuation methodology described in the CH2M Prospectus, dated March 23, 2010 (the "Prospectus"), as filed with the SEC, as amended by the information contained in the subsequent annual, quarterly and current reports filed by CH2M with the SEC pursuant to the Securities Exchange Act of 1934. The valuation methodology used by the Board of Directors includes the following valuation formula:

$$\text{Share Price} = [(7.8 \times M \times P) + (SE)] / CS$$

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As further discussed below, the stock valuation formula is one of several factors considered by the Board of Directors as part of the total mix of information available to determine the fair value of our common stock.

In order to determine the fair value of the common stock in the absence of a public trading market, our Board of Directors felt it appropriate to develop a valuation methodology to use as a tool to determine a price that would be a valid approximation of the fair value. In determining the fair value stock price, our Board of Directors believes that the use of a going concern component (i.e., net income, which we call profit after tax, as adjusted by the market factor) and a book value component (i.e., total stockholders' equity) is a reasonable valuation process based on factors that are generally used in the valuation of equity securities. The Stock Valuation Formula is one of several factors considered by the Board of Directors as part of the total mix of information available to determine the fair value of our common stock. As part of the total mix of information that our Board of Directors considers in determining the fair value of our common stock, our Board of Directors reviews company appraisal information prepared by independent third party valuation experts and other available information. The valuation methodology used to determine the stock price is subject to change at the discretion of our Board of Directors, as described below.

The existence of an over-subscribed or under-subscribed market on any given Trade Date will not affect the stock price on that Trade Date. However, our Board of Directors, when determining the stock price for a future Trade Date, may take into account the fact that there have been under-subscribed or over-subscribed markets on prior Trade Dates.

Market Factor ("M"). "M" is the market factor, which is subjectively determined in the sole discretion of our Board of Directors. A market factor greater than one increases the price per share, while a market factor less than one would decrease the price per share. In determining the market factor, our Board of Directors takes into account factors the directors considered to be relevant in determining the fair value of our common stock, including:

- the market for publicly traded equity securities of companies comparable to us;
- the merger and acquisition market for companies comparable to us;
- the prospects for our future performance, including our financial condition and results of operations;
- general economic conditions;
- general capital market conditions; and
- other factors our Board of Directors deem appropriate.

Our Board of Directors has not assigned predetermined weights to the various factors it may consider in determining the market factor.

In its discretion, our Board of Directors may change the market factor used in the valuation process from time-to-time. Our Board of Directors could change the market factor, for example, following a change in general market conditions that either increased or decreased stock market equity values for companies comparable to us, if our Board of Directors felt that the market change was applicable to our common stock as well. In addition, during 2015, CH2M made several strategic operational decisions with respect to restructuring activities that resulted in certain adjustments to stock price formula parameters that our Board of Directors believed were necessary to calculate a fair valuation of the Company. The board did not adjust the "M" factor. The Board may consider adjusting the "M" factor in future periods to enable the stock price formula to better reflect the fair value of CH2M, including expectations for the future performance of CH2M as well as any other factors as described above.

As part of the total mix of information that our Board of Directors considers in determining the "M" factor, our Board of Directors also may take into account company appraisal information prepared by independent valuation experts. In setting the common stock price, our Board of Directors compares the total of the going concern and book value components used in the valuation methodology to the enterprise value of CH2M in the appraisal provided by the independent valuation experts. If our Board of Directors concludes that its initial determination of the "M" factor should be re-examined, our Board of Directors may review, and if appropriate, adjust the "M" factor. Since the inception of the Internal Market program on January 1, 2000, the total of the going concern and book value components used by our Board of Directors in setting the price for our common stock has always been within the enterprise appraisal range provided quarterly by the independent valuation experts.

Profit After Tax ("P"). "P" is profit after tax, otherwise referred to as net income, for the four fiscal quarters immediately preceding the Trade Date. Our Board of Directors, at its discretion, may exclude nonrecurring or unusual transactions from the calculation. Nonrecurring or unusual transactions are developments that the market would not generally take into account in valuing an equity security. A change in accounting rules, for example, could increase or decrease net income without changing the fair value of our common stock. Similarly, such a change could fail to have an immediate impact on the value of our common stock, but still have an impact on the value of our common stock over time. Our Board of Directors believes that in order to determine the fair value of our common stock, it is important for the Board of Directors to have the ability to review unusual or one-time events that affect net income. For example, there were certain restructuring activities in 2015, including the rationalization of certain lines of business, which resulted in recording non-cash charges for restructuring activities and recognizing a cash restructuring charge related primarily to severance costs. Additionally, during 2015, CH2M's reported earnings were reduced as a result of the recognition of certain non-cash depreciation and amortization charges relating to acquisitions. The reasons for, and effects of, these charges and reductions of our reported earnings are discussed in further detail in this Annual Report under *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations*. The Board of Directors concluded that these charges are among the types of cash and non-cash charges that would generally not be taken into account by the market in valuing an equity security. Therefore, the Board of Directors decided to exclude these charges from the "P" (profit after tax) parameter for stock valuation purposes during the relevant periods and expects to treat similar charges and costs in future periods in the same manner. Because "P" is calculated on a four quarter basis, an exclusion impacts the calculation of fair value for four consecutive quarters. Our Board of Directors may determine to exclude other future unusual or non-recurring items from the calculation of "P".

Total Stockholders' Equity ("SE"). "SE" is total Stockholders' Equity, which includes intangible items, as set forth on our most recent available quarterly or annual financial statements. Our Board of Directors, at its discretion, may exclude from the Stockholders' Equity parameter nonrecurring or unusual transactions that the market would not generally take into account in valuing an equity security. The exclusions from Stockholders' Equity will generally be those transactions that are non-cash and are reported as "accumulated other comprehensive income (loss)" on the face of our consolidated balance sheet. For example, our Board of Directors excluded, and will continue to exclude, a non-cash adjustment to Stockholders' Equity related to the accounting for our defined benefit pension and other postretirement plans. Because this adjustment is unusual and will fluctuate from period to period, our Board of Directors excluded it from the "SE" parameter for stock valuation purposes. Similarly, other items that are reported as components of "accumulated other comprehensive income (loss)" and non-controlling interests are excluded from "SE" and include items such as unrealized gains/losses on securities and foreign currency translation adjustments.

Common Stock Outstanding ("CS"). "CS" is the weighted-average number of shares of our common stock outstanding during the four fiscal quarters immediately preceding the Trade Date, calculated on a fully-diluted basis. By "fully-diluted" we mean that the calculations are made as if all outstanding options to purchase our common stock had been exercised and other "dilutive" securities, such as our Series A Preferred Stock, were converted into shares of our common stock. In addition, an estimate of the weighted-average number of shares that we reasonably anticipate will be issued under our stock-based compensation programs and employee benefit plans is included in this calculation. For example, we include in CS as calculated an estimate of the weighted-average number of shares that we reasonably anticipate will be issued during the next four quarters under our stock-based compensation programs and employee benefit plans in this calculation. We include an estimate of the weighted-average number of shares that we reasonably anticipate will be issued during the next four quarters because we have more than a 30-year history in making annual grants of stock-based compensation. Therefore, we believe that we have sufficient information to reasonably estimate the number of such "to be issued" shares. This approach avoids an artificial variance in share value during the first calendar quarter of each year when the bulk of shares of our common stock are issued by us pursuant to our stock-based compensation programs. Similarly, if we make a substantial issuance of shares during the four fiscal quarters immediately preceding the Trade Date, using the weighted average of those shares may create an inappropriate variance in share value during the four fiscal quarters following the issuance. For example, if we use shares as all or part of the consideration for the acquisition of a business, the time-weighted average number of shares issued in the acquisition transaction would not match the impact of the transaction reflected in total Stockholders' Equity (or SE) as described above. Therefore, in the discretion of the Board of Directors, a substantial issuance of shares during the four-quarter period used to calculate CS for each Trade Date may be treated as having been issued at the beginning of such four-quarter period. As a result, our Board of Directors may determine, in its discretion, to adjust the weighted-average number of shares to reflect in an appropriate manner the impact of past or anticipated future issuances.

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The following table shows a comparison of the "CS" value actually used by our Board of Directors to calculate common stock prices on the dates indicated versus the year-to-date weighted-average number of shares of common stock as reflected in the diluted earnings per share calculation in our financial statements for the past three years.

Effective Date	CS (in thousands)	YTD Weighted - Average Number of Shares as reflected in Diluted EPS calculation (in thousands)
February 9, 2012	32,962	31,428
May 11, 2012	32,944	31,801
August 10, 2012	32,941	31,851
November 9, 2012	32,779	31,718
February 15, 2013	32,466	31,484
May 17, 2013	31,981	30,222
August 9, 2013	31,455	30,192
November 14, 2013	30,923	29,985
February 14, 2014	30,502	29,890
May 16, 2014	30,242	28,809
August 15, 2014	29,892	28,976
November 24, 2014	29,470	28,429
February 20, 2015	28,980	28,257
May 7, 2015	28,465	27,386
August 3, 2015	31,270	27,383
November 2, 2015	31,918	28,717
February 22, 2016	31,702	27,181

Constant 7.8. In the course of developing this valuation methodology, it became apparent to our Board of Directors that a multiple would be required in order for the common stock price derived by this methodology to approximate our historical, pre-Internal Market common stock price. Another objective of our Board of Directors when developing the valuation methodology was to establish the fair value of our common stock using a market factor of 1.0. We believe that it was important to begin the Internal Market program with an "M" factor equal to 1.0 in order to make it easier for stockholders to understand future changes, if any, to the market factor.

Therefore, the constant 7.8 was introduced into the formula. The constant 7.8 is the multiple that our Board of Directors determined necessary (i) for the new stock price to approximate our historical stock price derived using the pre-Internal Market formula as well as (ii) to allow the use of the market factor of 1.0 at the beginning of the Internal Market program.

We generally announce the new stock price and the Trade Date approximately four weeks prior to each Trade Date. The broker, currently NTB, will deliver the information to all employees and eligible participants in the internal market. In addition, we will file a Current Report on Form 8-K disclosing the new stock price and all components used by our Board of Directors in determining such price in accordance with the valuation methodology described above.

We will also make the most current prospectus for our common stock and our audited annual financial statements available to all stockholders, as well as other employees, and to participants in the Internal Market through the employee benefit plans. Such information will be made available at the same time as our annual reports and proxy information.

Current Price of Our Common Stock

Starting in 2000, with the introduction of the Internal Market and its quarterly trades, our Board of Directors reviews the common stock price quarterly using the valuation methodology described above to set the price for the

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common stock. The prices of our common stock for the past three years, along with the various factors and values used by our Board of Directors to determine such stock prices on each date, are as follows:

Effective Date	M	P (in thousands)	SE (in thousands)	CS (in thousands)	Price Per Share	Percentage Price Increase (Decrease)
February 9, 2012	1.2	\$ 124,121	\$ 717,414	32,962	\$ 57.01	2.3 %
May 11, 2012	1.2	\$ 110,441	\$ 725,247	32,944	\$ 53.39	(6.3)%
August 10, 2012	1.2	\$ 101,423	\$ 743,484	32,941	\$ 51.39	(3.7)%
November 9, 2012	1.2	\$ 111,722	\$ 746,205	32,779	\$ 54.67	6.4 %
February 15, 2013	1.2	\$ 121,490	\$ 734,331	32,466	\$ 57.64	5.4 %
May 17, 2013	1.2	\$ 122,922	\$ 717,030	31,981	\$ 58.40	1.3 %
August 9, 2013	1.2	\$ 123,684	\$ 717,131	31,455	\$ 59.60	2.1 %
November 14, 2013	1.2	\$ 125,432	\$ 735,515	30,923	\$ 61.75	3.6 %
February 14, 2014	1.2	\$ 144,682	\$ 763,383	30,502	\$ 69.43	12.4 %
May 16, 2014	1.2	\$ 131,486	\$ 729,888	30,242	\$ 64.83	(6.6)%
August 15, 2014	1.2	\$ 117,630	\$ 698,369	29,892	\$ 60.20	(7.1)%
November 24, 2014	1.2	\$ 84,307	\$ 564,545	29,470	\$ 45.93	(23.7)%
February 20, 2015	1.2	\$ 96,361	\$ 485,115	28,980	\$ 47.86	4.2 %
May 7, 2015	1.2	\$ 101,314	\$ 507,560	28,465	\$ 51.14	6.9 %
August 3, 2015	1.2	\$ 110,060	\$ 713,237	31,270	\$ 55.75	9.0 %
November 2, 2015	1.2	\$ 153,652	\$ 728,232	31,918	\$ 67.87	21.7 %
February 22, 2016	1.2	\$ 139,622	\$ 686,890	31,702	\$ 62.89	(7.3)%

Holders of Our Common Stock

As of February 15, 2016, there were 7,516 holders of record of our common stock. As of such date, all of our common stock of record was owned by our current and retired employees, former employees, directors, and by our various employee benefit plans. Common stock is held in a trust for each of our employee benefit plans and each trust is considered one holder of record of our common stock.

Holder of Our Preferred Stock

As of February 15, 2016, there was one holder of record of our Series A Preferred Stock. As of such date, all of our preferred stock of record was owned by a subsidiary owned by investment funds affiliated with Apollo Global Management, LLC together with its subsidiaries, "Apollo". Refer to *Note – Preferred Stock Issuance* of this Annual Report on Form 10-K for additional information related to the preferred stock.

Dividend Policy

We have never declared or paid any cash dividends on our common stock and no cash dividends are contemplated on our common stock in the foreseeable future.

Issuer Purchases of Equity Securities

The following table covers the purchases of our securities by CH2M during the quarter ended December 25, 2015:

Period	Total Number of Shares	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
October (a)	12,313	\$ 55.75	—	—
November	—	—	—	—
December (b)	537,468	\$ 67.87	—	—
Total	549,781	\$ 67.60	—	—

- (a) Shares purchased by CH2M from terminated employees.
(b) Shares purchased by CH2M in the Internal Market.

Item 6. Selected Financial Data

The selected financial data presented below under the captions “Selected Statement of Operations Data” and “Selected Balance Sheet Data” for, and as of the end of, each of the years in the five -year period ended December 25, 2015, are derived from the consolidated financial statements of CH2M HILL Companies, Ltd. and subsidiaries, which consolidated financial statements have been audited by KPMG LLP, an independent registered public accounting firm. The consolidated financial statements as of December 25, 2015 and December 31, 2014, and for each of the years in the three -year period ended December 25, 2015, and the report thereon of KPMG LLP, are included in Item 15. *Exhibits and Financial Statement Schedules* of this Annual Report on Form 10 -K. The following information should be read in conjunction with Item 7. *Management’s Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and related notes thereto.

(\$ in millions, except per share data)	Years Ended				
	December 25, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Selected Statement of Operations Data:					
Revenue	\$ 5,361.5	\$ 5,413.5	\$ 5,877.8	\$ 6,160.6 (a)	\$ 5,555.2
Operating income (loss)	134.8	(341.6) (c)	192.4	158.8	185.2
Net income (loss) attributable to CH2M	80.4	(181.5) (c)	118.3	93.0	113.3
Net income (loss) per common share					
Basic	\$ 2.62	\$ (6.42)	\$ 4.00	\$ 2.99	\$ 3.68
Diluted	\$ 2.61	\$ (6.42)	\$ 3.96	\$ 2.95	\$ 3.60
Selected Balance Sheet Data:					
Total assets	\$ 2,861.3	\$ 2,941.3	\$ 3,056.4	\$ 3,114.6	\$ 2,754.0
Long-term debt, including current maturities					
(b)	301.7	513.0	391.1	252.3	92.8
Total CH2M stockholders’ equity	412.2	212.8 (d)	624.4	603.7	656.6

- (a) The majority of the increase in 2012 revenue relates to the acquisition of Halcrow in November 2011.
(b) Substantially all of our long -term debt relates to our revolving credit facility. Borrowings on this facility are primarily used for working capital needs, acquisitions, required pension contributions and funds required to repurchase shares on our internal market.
(c) The majority of the decrease in operating (loss) income and net income attributable to CH2M relates to estimated project losses, impairment charges, and costs incurred for restructuring activities in 2014.
(d) The decrease in stockholders’ equity is related to the consolidated net loss incurred in 2014, shares repurchases and changes in assumptions that increased pension liabilities that are included in accumulated other

comprehensive income.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Business Summary

Founded in 1946, we are a large employee-controlled professional engineering services firm providing engineering, construction, consulting, design, design-build, procurement, operations and maintenance, EPC, program management and technical services around the world. We have approximately 22,000 employees worldwide inclusive of craft and hourly employees as well as employees in our consolidated joint ventures.

We provide services to a diverse customer base including the U.S. federal and foreign governments and governmental authorities; provincial, state and local municipal governments and agencies; universities; and private sector industries. We believe we provide our clients with innovative project delivery using cost-effective approaches and advanced technologies.

Our revenue is dependent upon our ability to attract and retain qualified and productive employees, identify business opportunities, allocate our labor resources to profitable markets, secure new contracts, execute existing contracts, and maintain existing client relationships. Moreover, as a professional services company, the quality of the work generated by our employees is integral to our revenue generation.

Private Equity Investor

On June 22, 2015, the Company designated 10,000,000 shares as Series A Preferred Stock with an original issue price of \$62.22 under the Certificate of Designation. On June 24, 2015, the Company sold and issued an aggregate of 3,214,400 shares of Series A Preferred Stock for an aggregate purchase price of \$200.0 million in a private placement to a subsidiary owned by investment funds affiliated with Apollo Global Management, LLC (together with its subsidiaries, "Apollo"). Total proceeds from the preferred stock offering were \$191.7 million, net of issuance costs of \$8.3 million. The sale occurred in connection with the Initial Closing ("Initial Closing") pursuant to the Subscription Agreement entered into by the Company and Apollo on May 27, 2015 ("Subscription Agreement"). Subject to the conditions within the Subscription Agreement, Apollo will purchase an additional 1,607,200 shares of Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million in a second closing which will occur on the one-year anniversary of the Initial Closing or upon the earlier election of the Company. For a summary of the terms and conditions of the Series A Preferred Stock, see Note 3 of the consolidated financial statements.

Restructuring

In September 2014, we commenced certain restructuring activities in order to achieve important business objectives, including reducing overhead costs, enhancing client service, improving efficiency, and reducing risk. These restructuring plans included such items as the evaluation of certain lines of business, voluntary and involuntary employee terminations, the closure of certain facilities and reduction of corporate overhead costs. These restructuring charges are included within selling, general and administrative costs on our consolidated statements of operations.

The Company's overall overhead cost structure has benefited from the restructuring activities as described in the *Results of Operations* section below through the reduction of costs within the corporate overhead functions as well as overhead costs within the business groups themselves. A portion of these costs savings has been offset by the charges incurred in the year ended December 25, 2015 for restructuring efforts totaling \$60.6 million. During the year ended December 31, 2014, we incurred \$70.4 million for restructuring activities related primarily to employee severance and termination benefits. Overall, as of December 25, 2015, we have incurred aggregated costs of \$131.0 million for restructuring activities. While we do not expect to incur additional restructuring costs in 2016, we expect to continue to benefit in 2016 from annualized cost savings resulting from these restructuring efforts.

Acquisitions

We continuously monitor acquisition and investment opportunities that will expand our portfolio of services, provide local resources internationally to serve our customers, and add value to the projects undertaken for clients. On

April 4, 2014, we acquired certain agreed upon assets and liabilities of TERA Environmental Consultants (“TERA”) for consideration of \$119.6 million. TERA was an employee-owned environmental consulting firm headquartered in Canada specializing in providing environmental assessment, planning, siting, permitting, licensing, and related services for the pipeline, electrical transmission, and oil and gas industries.

Summary of Operations

During 2014, we implemented certain organizational changes, including the manner in which our operations are managed through a matrix organization of business groups, geographic regions and service lines. In the first quarter of 2015, we refined this matrix structure, and continued to reorganize our internal reporting structure by making changes to better facilitate our strategy for growth, client-centric service, and operational efficiency. In connection with this refinement, we continued to reevaluate the manner in which our Chief Operating Decision Maker (“CODM”) reviews operating results and makes key business decisions. Our CODM is our executive management committee that meets regularly to evaluate operating results and allocate our financial and operational resources. As part of the reevaluation in 2015, we determined that our CODM primarily reviews financial operating results by business group, and as such, we have identified each of our five business groups as reportable operating segments: Environment and Nuclear; Industrial and Urban Environments (“IUE”); Oil, Gas and Chemicals; Transportation; and Water. Although the Power group falls within the IUE business group, we have identified Power as a separate reportable operating segment as we are currently in the process of exiting the fixed-price EPC Power business. As such, the results of this group are being monitored apart from the rest of the IUE business group.

Costs for corporate selling, general and administrative expenses, restructuring costs and amortization expense related to intangible assets have been allocated to each segment based upon an estimate of the value of the benefits provided by corporate functions. This allocation is primarily based upon metrics that reflect the proportionate volume of project-related activity and employee labor costs within each segment. Prior year amounts have been revised to conform to the current year presentation.

Results of Operations for the Year Ended December 25, 2015 Compared to December 31, 2014

The following table summarizes our results of operation by segment for the year ended December 25, 2015 as compared to the year ended December 31, 2014:

(\$ in thousands)	Years Ended					
	December 25, 2015		December 31, 2014		Change	
	Gross Revenue	Operating Income (Loss)	Gross Revenue	Operating Income (Loss)	Gross Revenue	Operating Income (Loss)
Environment and Nuclear	\$ 1,664,069	73,951	1,669,917	59,731	(5,848)	14,220
Industrial and Urban Environments	467,764	8,427	495,569	(58,522)	(27,805)	66,949
Oil, Gas and Chemicals	800,566	23,785	859,319	5,006	(58,753)	18,779
Transportation	973,729	(57,468)	948,102	(24,649)	25,627	(32,819)
Water	1,243,670	88,367	1,243,465	85,736	205	2,631
Power	211,707	(2,221)	197,097	(408,888)	14,610	406,667
Total	\$ 5,361,505	134,841	5,413,469	(341,586)	(51,964)	476,427

Environment and Nuclear

Environment and Nuclear revenue experienced a net decrease of \$5.8 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014. The decrease in revenue was attributable to a \$57.1 million decrease in volumes on a domestic design-build facility renovation project as the project approached substantial completion in 2015. Additionally, the depressed oil and gas industry caused a \$15.4 million revenue decline due to lower volumes of environmental consulting projects in Canada. Revenue also decreased in our design-build military and government facilities businesses, due to our 2014 decision to no longer pursue such business. These declines in gross revenue were significantly offset by the ramping up of a large nuclear consulting project in a consolidated Canadian joint venture, which we expect to continue in 2016.

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For the year ended December 25, 2015 as compared to the year ended December 31, 2014, Environment and Nuclear experienced a net increase in operating income of \$14.2 million, or 24%. The increase in operating income was primary caused by reduced costs from restructuring efficiencies in 2015, as well as lower business development spending. This increase was partially offset by the reductions in revenue as previously discussed as well as a \$5.3 million unfavorable claim settlement during the year ended December 25, 2015. TERA, which was acquired in the second quarter of 2014, contributed approximately \$69.2 million of revenue and \$9.2 million of operating income for the year ended December 25, 2015 and approximately \$84.6 million of revenue and \$10.6 million of operating income for the year ended December 31, 2014. The decrease in TERA revenues and earnings were a result of lower capital spending on environmental projects for oil and gas clients in Canada.

Industrial and Urban Environments

IUE revenue for the year ended December 25, 2015 experienced a net decrease of \$27.8 million, or 6%, as compared to the year ended December 31, 2014. The decline was primarily driven by a reduction of approximately \$31.0 million in revenue due to the substantial completion of several U.S. and Asia-Pacific consulting projects within the industrial and advanced technology business which were not replaced with similar large scale projects in 2015. Additionally, the urban environments and sports business experienced a decline in revenue of approximately \$20.0 million due to decreased project volume for a large program management project in the Middle East due to reduced deliverables required during 2015 as compared to 2014. These declines were partially offset by an increase in revenue related to a growth in the number of program management and operations projects in 2015.

IUE operating income increased \$66.9 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014 primarily caused by a \$27.8 million goodwill impairment charge incurred during 2014 related to the industrial and advanced technology business and urban environments and sports business within IUE. Furthermore, there was an operating charge of approximately \$17.8 million in the year ended December 31, 2014 related to an increase in the estimated costs to complete a communications installation project in our Europe region. Subsequently, in 2015, we agreed with the customer to terminate the contract resulting in a \$4.5 million gain. The remaining growth in operating income was predominantly driven by a cost savings from efficiencies gained in 2015 related to the restructuring of the IUE business group as well as an increase in 2015 as compared to 2014 of higher margin projects within the operations and maintenance market and electronics market.

Oil, Gas and Chemical

Oil, Gas and Chemicals had a net decrease in revenue of \$58.8 million, or 7%, for the year ended December 25, 2015 as compared to the year ended December 31, 2014. As a result of continued pricing pressures within the oil and gas industry, there was an approximate decrease in revenues of \$99.2 million caused by a reduction in volume and client concessions on consulting, professional services, and operations and maintenance contracts primarily within the U.S., Canada, and the Middle East. Additionally, there was a decline of \$26.0 million in revenue due to 2015 restructuring activities and the sustained pressure in the oil and gas industry which resulted in the reduction of domestic locations that primarily served Oil, Gas and Chemicals. This decrease was offset by approximately \$73.7 million of increased revenue related to a significant increase in construction activity on a gas construction contract in Alaska.

Operating income within Oil, Gas and Chemicals experienced a net increase of \$18.8 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014. The increase in operating income was primarily related to \$25.8 million of cost reductions from restructuring activities in Canada and the United States as well as a \$7.9 million of reduced business development costs with the depressed oil and gas industry. These increases in operating income were offset by the reduction in earnings from consulting, professional services, and operations and maintenance contracts due to lower project volume in 2015 in the weaker oil and gas industry.

Transportation

Transportation revenue experienced a net increase of \$25.6 million, or 3%, in the year ended December 25, 2015 as compared to the year ended December 31, 2014 primarily due to revenue growth related to increased activities in 2015 on a fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States and strong organic growth on various consulting projects in Europe. The increase was partially offset by a

reduction of revenue generated by our operations in Canada and Europe due to foreign currency fluctuations caused by the strengthening of the U.S. dollar .

Transportation's operating loss increased by a net \$32.8 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014. The loss was predominantly caused by an estimated additional cost growth of \$93.6 million in the year ended December 25, 2015 for the fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States. In 2014, we recorded a charge of \$38.7 million related to the same project, which included both the reversal of previously recognized profits as well as the recording of the estimated total loss on the project at completion. In 2015, additional increases to the cost estimates were identified primarily caused by an extraordinary design delay for a water main relocation, the discovery of extremely hard and abrasive rock during construction, differing site conditions, unidentified and mislocated utilities, client requested changes, labor supply challenges in the Central Texas construction market, and severe weather delays. On December 17, 2015, our client claimed we were in default of our obligations under the design-build contract and issued a letter of default that triggered a cure period under the contract. On February 9, 2016, within the cure period, CH2M and the client reached an agreement whereby, upon adherence to schedule metrics and revised completion dates, the client agreed to withdraw the notice of default. CH2M will seek resolution of outstanding claims through a contractual dispute resolution board ("DRB"), whereby each party will present its position and the DRB will render a finding regarding the merits of each claim. At this time it is not possible to estimate the recoveries that might be achieved through the DRB process. We may incur additional costs and losses if our cost estimation processes identify new costs not previously included in our total estimated loss or if our plans to meet our revised schedule are not achieved resulting in liquidated damages under our contract. These potential changes in estimates could be materially adverse to the Company's results of operations, cash flow or liquidity.

The decrease in earnings was partially offset by cost improvements of approximately \$11.0 million from restructuring initiatives and approximately \$23.0 million of additional operating income from strong organic growth in the European consulting business.

Water

Water revenue for the year ended December 25, 2015 increased slightly by \$0.2 million as compared to year ended December 31, 2014. Revenue was essentially flat as increased revenue from a ramp up of activity on a design-build-operate contract for a water treatment facility in the western United States was offset by revenue declines caused by the completion of two large domestic Water contracts in 2015, project delays on a federal contract in the western United States, and the ramping down of construction work on a domestic commercial contract. In Europe, revenue increased due to the start-up of a program management and design-build water utilities framework comprised of a series of projects addressing the conveyance of potable and non-potable water and wastewater infrastructure, including water and wastewater treatment works, pipelines, pumping stations, service & impounding reservoirs, sludge (energy) treatment, instrumentation, mechanical and electrical installation. Our Water business within the Middle East experienced a slight increase of revenue as a result of the start-up of operations and maintenance of a water facility in Bahrain.

Water operating income increased \$2.6 million, or 3%, in the year ended December 25, 2015 as compared to the year ended December 31, 2014 primarily due to cost savings from restructuring activities, reduced business development cost, and favorable audits results on two major program management jobs in Europe and our Middle Eastern and Asia region that resulted in favorable settlements. The increase in operating income was partially offset by a \$3.4 million charge for project claims that were settled in 2015.

Power

Power experienced a net increase in revenue of \$14.6 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014. The increase was primarily related to a \$122.2 million increase in revenue recorded on an Australian fixed-price EPC project being executed with a consolidated 50/50 joint venture. Approximately \$66.7 million of that increase was related to a 2014 adjustment which reduced revenue due to a significant increase in estimated costs to complete the project resulting in a lower percent complete under cost-to-cost revenue recognition method. The remaining increase in revenue on the Australian project resulted from significant

construction progress due to major equipment construction and installation in 2015 as compare to 2014. This increase was partially offset by a decrease in revenue of \$100.2 million related to the substantial completion of two large scale domestic design-build power projects in 2014 which were not replaced with similar projects in 2015 as a result of the decision to exit the fixed-price EPC Power business with the exception of projects under contract.

For the year ended December 25, 2015 as compared to the year ended December 31, 2014, Power operating loss was reduced by \$406.7 million primarily as a result of recording the \$ 28 0.0 million loss in our Australian joint venture during 2014 due to significant cost growth identified on the project. In the fourth quarter of 2015, management was able to reach an agreement with the client to settle certain claims to recover costs and extend the amount of time allowed to complete interim delivery milestones for the project. At that time, the total estimated costs to complete the project were reviewed by project team and increased to reflect the agreed upon schedule and deliverables of the job. These revisions to expected project costs largely offset the cost recoveries received from the settlement, and, as a result, no change to the loss provision was made in 2015. While management believes the current costs estimate-to-complete the project represents the best estimate at this time, there is a significant amount of work that still needs to be performed on the project before achieving substantial completion. Thus there can be no assurance that additional cost growth will not occur.

Other factors contributing to the reduced loss from operations within Power include the \$64.4 million project loss that was taken during 2014 related to a change in estimate for a fixed-price contract to design and construct a new power generation facility in the northeastern United States. The project experienced significant cost growth from multiple sources including a substantial decline in union labor productivity, poor subcontractor performance and the impacts of schedule delays caused by the above items and severe weather in the northeastern United States. There were no additional charges to operations in 2015 as the project achieved substantial completion in 2014. Management is seeking recovery of a portion of the total project loss from the client, including relief from a portion of the liquidated damages assessed by the client through the date of substantial completion due to client interference and other remedies under the terms of the contract. During 2015, both CH2M and our client filed litigation against each other. While our goal remains amicable settlement of the disputes, we intend to vigorously pursue our claim for cost recovery. There can be no assurance we will be successful in obtaining such recoveries.

Furthermore, there was a \$45.5 million goodwill and intangible asset impairment charge incurred during the year ended December 31, 2014 related to the restructuring as the Company exited the fixed-price EPC Power business.

Results of Operations for the Year Ended December 31, 2014 Compared to December 31, 2013

The following table summarizes our results of operation by segment for the year ended December 31, 2014 as compared to the year ended December 31, 2013:

(\$ in thousands)	Years Ended					
	December 31, 2014		December 31, 2013		Change	
	Gross Revenue	Operating Income (Loss)	Gross Revenue	Operating Income (Loss)	Gross Revenue	Operating Income (Loss)
Environment and Nuclear	\$ 1,669,917	59,731	1,648,119	99,216	21,798	(39,485)
Industrial and Urban Environments	495,569	(58,522)	594,054	21,744	(98,485)	(80,266)
Oil, Gas and Chemicals	859,319	5,006	995,378	(8,408)	(136,059)	13,414
Transportation	948,102	(24,649)	933,146	30,173	14,956	(54,822)
Water	1,243,465	85,736	1,207,859	67,014	35,606	18,722
Power	197,097	(408,888)	499,263	(17,377)	(302,166)	(391,511)
Total	\$ 5,413,469	(341,586)	5,877,819	192,362	(464,350)	(533,948)

Environment and Nuclear

Environment and Nuclear revenue experienced a net increase of \$21.8 million, or 1%, for the year ended December 31, 2014 as compared to the year ended December 31, 2013. The increase in revenue was primarily attributable to the inclusion of TERA operations due to the 2014 acquisition, which contributed \$ 84.6 million in revenue for the year ended December 31, 2014 as compared to the same period in 2013. In 2014 we made a decision to no longer

pursue fixed-price, design-build contracts in the government facilities and infrastructure business, which partially offset the increased revenues from TERA operations.

For the year ended December 31, 2014 as compared to the year ended December 31, 2013, Environment and Nuclear experienced a net decrease in operating income of \$39.5 million, or 40%. The decrease in operating income is primarily attributable to the decision to no longer pursue fixed-price, design-build contracts in the government facilities and infrastructure business in 2014 as well as increase business development costs in 2014 related to several large proposals in the U.S., Canada, and Europe. This decline in operating income was partially offset by the inclusion of approximately \$10.6 million of additional income from operations related to the TERA acquisition in the second quarter of 2014.

Industrial and Urban Environments

IUE revenue for the year ended December 31, 2014 experienced a decrease of \$98.5 million, or 17%, as compared to the year ended December 31, 2013. The decline was primarily driven by lower demand for new projects in the electronics and manufacturing industries in the U.S. Additionally, there was a decline in Middle Eastern planning support services for U.S. armed forces which also resulted in a decline on our overall revenue.

IUE experienced a net \$80.3 million decrease in operating income for the year ended December 31, 2014 as compared to the year ended December 31, 2013 primarily caused by a \$27.8 million goodwill impairment charge incurred during 2014 related to the industrial and advanced technology business and urban environments and sports business within IUE. Additionally, there was an operating charge of approximately \$17.8 million in the year ended December 31, 2014 related to an increase in the estimated costs to complete a communications installation project in our Europe region. The remaining decrease in operating income was primarily attributable to the lower demand for new projects in the electronics and manufacturing industries in the U.S. and a decline in Middle Eastern planning support services for U.S. armed forces.

Oil, Gas and Chemicals

Oil, Gas and Chemicals had a net decrease in revenue of \$136.1 million, or 14%, for the year ended December 31, 2014 as compared to the year ended December 31, 2013. Approximately \$120.0 million of the decline in revenue was attributable to the 2013 completion of several Canadian EPC projects, primarily gas processing and pipeline projects. The remaining decline in revenue was caused by reduced consulting volume in the U.S. as a result of the pricing pressures within the oil and gas industry which began in 2014, which was partially offset by increased construction volume on a gas construction contract in Alaska.

Income from operations within Oil, Gas and Chemicals increased by \$13.4 million to an operating income of \$5.0 million for the year ended December 31, 2014 as compared to an operating loss of \$8.4 million for the year ended December 31, 2013. The increase was primarily related to the mobilization and ramp up of construction activity on a large gas construction contract in Alaska, resulting in an increase in earnings of approximately \$6.3 million. Additionally, there was an increase in earnings of approximately \$6.6 million related to a reduction of costs on a program management project in the Middle East.

Transportation

Transportation revenue experienced an increase of \$15.0 million, or 2%, in the year ended December 31, 2014 as compared to the year ended December 31, 2013 primarily due to revenue growth due to significant mobilizations in various design-build and program management services projects in the U.S. and Middle East. Additionally, the strengthening of the British Pound to the U.S. dollar positively impacted revenue generated by Transportation consulting projects in the United Kingdom.

Transportation earnings from operations decreased \$54.8 million to an operating loss of \$24.6 million for the year ended December 31, 2014 as compared to operating income of \$30.2 million for the year ended December 31, 2013. The decline in earnings was predominantly caused by a charge to operations of \$38.7 million for the year ended December 31, 2014 for estimated cost growth on a fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States. See additional discussion of this project above in the *Results of*

Operations for the Year Ended December 25, 2015 Compared to December 31, 2014 . Additional decreases in earnings from operations were caused by change order delays on design-for-design-builder Transportation project in Latin America and a consulting project in the Middle East.

Water

Water revenue for the year ended December 31, 2014 increased slightly by \$35.6 million, or 3% , as compared to year ended December 31, 2013. The increase in revenue was attributable to an increase in activity on a large program management project for a water utilities company in Europe, the award of a design-build project in the southwestern United States, and increased volume in Water's global operations and maintenance portfolio.

Water experienced an increase in operating income of \$18.7 million, or 28% , in the year ended December 31, 2014 as compared to the year ended December 31, 2013. The improvement in operating income was primarily attributable to increased volume in Water's global operations management portfolio , resulting in operating income growth of approximately \$8.5 million . Additionally, there was an increase in operating income of approximately \$6.4 million due to a ramp-up of activity on a large program management project for a water utilities company in Europe .

Power

Power experienced a net decrease in revenue of \$302.2 million for the year ended December 31 , 2014 as compared to the year ended December 31 , 2013 . The decline in revenue was primarily caused by the decision made in 2014 to shift our focus away from pursuing and contracting fixed price EPC projects within the Power business. Additionally, as part of our restructuring efforts in the third quarter of 2014, we announced our decision to exit the fixed-price EPC Power business in 2014 with the exception of projects under contract at that time . As a result, various large scale domestic design-build power projects achieved substantial completion in 2013 and 2014 and were not replaced with similar projects in 2014, causing a decrease in revenue of \$319.2 million. This decrease was partially offset by a \$46.7 million increase related to field construction commencing in 2014 on an Australian fixed-price EPC project being executed with a consolidated joint venture.

For the year ended December 31 , 2014 as compared to the year ended December 31 , 2013 , Power experienced an increase in operating loss of \$391.5 million primarily as a result of recording a \$ 280.0 million loss in our Australian joint venture during 2014 due to significant cost growth identified on the project. See additional discussion of this project above in the *Results of Operations for the Year Ended December 25, 2015 Compared to December 31, 2014* . Other factors contributing to the decline in earnings within Power include the \$ 64.4 million project loss that was taken during 2014 related to a change in estimate for a fixed-price contract to design and construct a new power generation facility in the northeastern United States. The project experienced significant cost growth from multiple sources including a substantial decline in union labor productivity, poor subcontractor performance and the impacts of schedule delays caused by the above items and severe weather in the northeastern United States . The project achieved substantial completion in 2014. Furthermore, there was a \$45.5 million goodwill and intangible impairment charge incurred during the year ended December 31 , 2014 related to the restructuring as the Company exited the fixed-price EPC Power business.

Income Taxes

The income tax (benefit) provisions for the years ended December 25, 2015, December 31, 2014 and December 31, 2013 are as follows:

(\$ in millions)	Income Tax	
	Provision (Benefit)	Effective Tax Rate
2015	\$ 28.4	26.1 %
2014	\$ (37.2)	17.0 %
2013	\$ 50.7	30.0 %

The effective tax rate for the year ended December 25, 2015 was 26.1% compared to benefit of 17.0% for the same period in the prior year. The effective tax rate in 2015 is lower than the expected statutory rate due to the impacts from the settlements of various income examinations including accrued interest, offset by an increase in valuation allowance on deferred tax assets and revaluation of deferred tax assets as a result of a decrease in our effective state rate. In the fourth quarter of 2015, the company recognized a \$6.5 million benefit from the settlement of federal income tax examinations for the years 2011-2012 and state of California income tax examinations for the years 2007-2011. These benefits were partially offset by the reduction in our US statutory state tax rate which reduced our beginning of year deferred tax asset balance resulting in an impact of \$5.7 million. Our effective tax rate continues to be negatively impacted by the effects of state income taxes, non-deductible foreign net operating losses, the disallowed portion of executive compensation and the disallowed portions of meals and entertainment expenses.

We must assess the likelihood that we will be able to recover our deferred tax assets. If recovery is not likely, we must increase our tax provision by recording a valuation allowance for the deferred tax assets that we estimate will not ultimately be recoverable. As of December 25, 2015 and December 31, 2014, we reported a valuation allowance of \$ 210.4 million and \$269.2 million, respectively, related primarily to the reserve of certain foreign net loss carryforwards.

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations and borrowings under our unsecured revolving line of credit. Our primary uses of cash are working capital, acquisitions, capital expenditures and purchases of stock in our internal market. We maintain a domestic cash management system which provides for cash sufficient to satisfy financial obligations as they are submitted for payment and any excess cash in domestic bank accounts is applied against any outstanding debt held under our credit facility described below. We maintain entities to do business in countries around the world and as a result hold cash in international bank accounts to fund the working capital requirements of those operations. At December 25, 2015 and December 31, 2014, cash totaling \$152.0 million and \$99.2 million, respectively, was held in foreign bank accounts.

In addition, as is common within our industry, we partner with other engineering and construction firms on specific projects to leverage the skills of the respective partners and decrease our risk of loss. Often projects of this nature require significant cash contributions and the joint ventures created may retain cash earned while the project is being completed. Cash and cash equivalents on our consolidated balance sheets include cash held within these consolidated joint venture entities which is used for operating activities of those joint ventures. As of December 25, 2015 and December 31, 2014, cash and cash equivalents held in our consolidated joint ventures and reflected on the consolidated balance sheets totaled \$95.4 million and \$45.4 million, respectively.

During the year ended December 25, 2015, cash provided by operations was \$105.3 million, which was an increase of \$52.5 million as compared to cash provided by operations of \$52.8 million in the same period last year. The increase in cash flows from operations primarily resulted from an increase in earnings on our operations of \$410.7 million offset by a decline in cash provided by changes in working capital of \$315.3 million. The primary reasons for the increase in our earnings is discussed within our results of operations above.

Changes in our working capital requirements can vary significantly from period to period based primarily on the mix of our projects underway and the percentage of project work completed during the period. Within working capital,

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we benefited primarily from an increase of \$46.0 million in accrued payroll and employee related liabilities due to the timing of when the quarter ended and payroll was paid throughout the world in the year ended December 25, 2015. This was offset by a decrease in other accrued liabilities of \$57.9 million primarily due to a \$69.8 million reduction in project loss reserves from December 31, 2014 to December 25, 2015 as actual losses were realized with increased percentage of completion on loss projects. Additionally, cash provided by changes in working capital decreased by \$21.4 million for payments made on accounts payable and accrued subcontractor costs primarily related to equipment purchases on our joint venture power project in Australia. There was also a decline of \$26.4 million in billings in excess of revenue due primarily to timing of issuing invoices on the power project in Australia. As we complete our work on our joint venture power project in Australia and our fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States, we may experience decreases in our working capital and cash flow in future periods.

In the year ended December 31, 2014, cash flows from operations were most significantly affected by \$260.7 million in changes in working capital, which was primarily driven by the \$219.3 million increase in other accrued liabilities. The increase in other accrued liabilities was primarily due to a \$214.0 million increase in project loss reserves from December 31, 2013 to December 31, 2014.

Cash provided by investing activities was \$8.6 million for the year ended December 25, 2015 as compared to cash used in investing activities of \$161.9 million for the year ended December 31, 2014. A significant factor contributing to cash used in investing activities in the 2014 period was the \$87.6 million cash used in acquisitions, primarily for the acquisition of TERA which occurred in the second quarter of 2014. There was no acquisition activity for the year ended December 25, 2015. Additionally, due to the sale of certain previously owned land, office buildings, and operating facilities in the United Kingdom, Canada, and northwestern United States, proceeds from the sale of operating assets increased by \$39.1 million for the year ended December 25, 2015 as compared to the year ended December 31, 2014. Capital expenditures also decreased \$41.4 million in year ended December 25, 2015 as compared to the year ended December 31, 2014 primarily due to the 2014 completion and implementation of our enterprise resource planning system, improvements to our office facilities, and equipment purchases to support our Oil, Gas and Chemical projects on the North Slope of Alaska. Furthermore, we periodically make working capital advances to certain of our unconsolidated joint ventures and, such advances are repaid to us from the joint ventures in the normal course of the joint venture activities. During the year ended December 25, 2015, we received working capital repayments from our unconsolidated joint ventures of \$31.4 million as compared to \$14.3 million for the year ended December 31, 2014. These working capital repayments are offset by additional investments made in our unconsolidated joint ventures, which were \$30.4 million and \$16.5 million for the year ended December 25, 2015 and December 31, 2014, respectively.

Cash used in financing activities of \$44.5 million in the year ended December 25, 2015 increased by \$3.5 million from \$41.0 million for the year ended December 31, 2014. Although the company received \$191.6 million in proceeds from the preferred stock issuance in the second quarter of 2015, the cash proceeds were used to pay down the unsecured revolving credit facility, resulting in a net payment on long-term debt of \$211.5 million for the year ended December 25, 2015 as compared to a net borrowing of \$122.0 million for the year ended December 31, 2014. Management may subsequently re-borrow the proceeds to use for purposes that could include additional repurchases of common stock in the internal market, acquisitions, capital expenditures or other working capital purposes. Additionally, beginning with the quarterly internal market trades in the third quarter of 2014, we have limited the amount expended to repurchase shares to balance the internal market. As a result, repurchases of common stock for the year ended December 25, 2015 were \$96.3 million, representing a \$68.0 million decrease in cash used from financing activities as compared to the \$164.3 million spent on repurchases in the year ended December 31, 2014.

On March 30, 2015, we entered into the Second Amendment to our Amended and Restated Credit Agreement ("Amended Credit Agreement"). The Amended Credit Agreement provides for an unsecured revolving credit facility of \$1.1 billion (the "Credit Facility"), which matures on March 28, 2019 and retroactively amended the maximum consolidated leverage ratio effective January 1, 2015. Under the terms of the Amended Credit Agreement, we may be able to invite existing and new lenders to increase the amount available to be borrowed under the agreement by up to \$350.0 million. The Amended Credit Agreement has a subfacility for the issuance of standby letters of credit in a face amount up to \$750.0 million and a subfacility up to \$300.0 million for multicurrency borrowings. Additionally, as discussed in *Note 3 – Preferred Stock Issuance* of the Notes to the Consolidated Financial Statements in Item 15, of this Annual Report on Form 10-K, we sold and issued an aggregate of 3,214,400 shares of Series A Preferred Stock for an

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aggregate purchase price of \$200.0 million in a private placement to a subsidiary owned by investment funds affiliated with Apollo on June 24, 2015.

The terms and conditions of our Amended Credit Agreement as of December 25, 2015 are as follows:

- The definition of consolidated adjusted EBITDA allows the add back of cash restructuring charges in 2015 of up to \$40.0 million plus a carryover of \$9.6 million for cash restructuring charges incurred in year 2014;
- The maximum consolidated leverage ratio is 3.25x for 2015 and 3.00x for 2016 and beyond;
- Certain repurchases by CH2M of its common stock and preferred stock and payment of common stock dividends are limited to \$120.0 million in 2015. For 2016 and beyond, there is no limit on repurchases of common stock offered for sale on the internal market, and there is a \$100.0 million limit for other repurchases of common stock, redemption of preferred stock and common dividends, subject to pro forma leverage of 2.75x;
- Up to 50% of the proceeds from asset sales to be utilized to repurchase common or preferred stock, subject to pro forma financial covenant compliance.

As of December 25, 2015, we were in compliance with the covenants required by the Amended Credit Agreement. In the context of our current debt structure and projected cash needs, and assuming limited participation in our internal market to repurchase stock, we believe the combination of our current cash position, our credit capacity under our Amended Credit Agreement, the cash anticipated from the second closing of the Series A Preferred Stock offering, and cash flows anticipated from operations are adequate to support our immediate business operations and plans.

At December 25, 2015, we had \$292.8 million in outstanding borrowings on the Credit Facility, compared to \$492.6 million at December 31, 2014. The average rate of interest charged on that balance was 1.57% as of December 25, 2015. At December 25, 2015, company-wide issued and outstanding letters of credit, and bank guarantee facilities of \$145.5 million were outstanding, compared to \$199.3 million at December 31, 2014. Our borrowing capacity under the Credit Facility is limited by a maximum consolidated leverage ratio, which is based on a multiple of an adjusted earnings before interest, taxes, depreciation and amortization calculation, and other outstanding obligations of the Company. As of December 25, 2015, the remaining unused borrowing capacity under the Credit Facility was approximately \$530.0 million.

Management is beginning to consider other possible capital structures as an alternative to the Company's existing employee ownership model. Depending on the applicable terms and conditions on new debt or equity offerings compared to the opportunity cost of using our internally generated cash, we may either choose to finance new opportunities using borrowings under our Credit Facility or other debt. In some instances we may use a combination of one or more of these financing mechanisms.

Off-Balance Sheet Arrangements

We have interests in multiple joint ventures, some of which are unconsolidated variable interest entities, to facilitate the completion of contracts that are jointly performed with our joint venture partners. These joint ventures are formed to leverage the skills of the respective partners and include consulting, construction, design, project management and operations and maintenance contracts. Our risk of loss on joint ventures is similar to what the risk of loss would be if the project was self-performed, other than the fact that the risk is shared with our partners. See further discussion in Note 4 — *Variable Interest Entities and Equity Method Investments* of the Notes to the Consolidated Financial Statements in Item 15, of this Annual Report on Form 10-K.

There were no substantial changes to other off-balance sheet arrangements or contractual commitments during the twelve months ended December 25, 2015.

Aggregate Commercial Commitments

We maintain a variety of commercial commitments that are generally made available to provide support for various provisions in engineering and construction contracts. Letters of credit are provided to clients in the ordinary

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course of the contracting business in lieu of retention or for performance and completion guarantees on engineering and construction contracts. We post bid bonds and performance and payment bonds, which are contractual agreements issued by a surety, for the purpose of guaranteeing our performance on contracts and to protect owners and are subject to full or partial forfeiture for failure to perform obligations arising from a successful bid. We also carry substantial premium paid, traditional insurance for our business risks including professional liability and general casualty insurance and other coverage which is customary in our industry.

We believe that we will be able to continue to have access to professional liability and general casualty insurance, as well as bonds, with sufficient coverage limits, and on acceptable financial terms necessary to support our business. The cost of such coverage has remained stable during 2015, but there are no guarantees that the cost of such coverage will remain stable in future periods.

Our risk management personnel continuously monitor the developments in the insurance market. The financial stability of the insurance and surety providers is one of the major factors that we take into account when buying our insurance coverage. Currently our insurance and bonds are purchased from several of the world's leading and financially stable providers often in layered insurance or co-surety arrangements. The built-in redundancy of such arrangements usually enables us to call upon existing insurance and surety suppliers to fill gaps that may arise if other such suppliers become financially unstable.

Contractual obligations outstanding as of December 25, 2015 are summarized below:

(\$ in millions)	Amount of Commitment Expiration Per Period				Total Amount Committed
	Less than 1 Year	1 - 3 Years	4 - 5 Years	Over 5 Years	
Contractual Obligations					
Letters of credit	\$ 96.3	\$ 26.7	\$ 0.5	\$ 7.9	\$ 131.4
Bank guarantees	9.5	4.5	0.1	—	14.1
Long-term debt	2.1	3.7	295.4	0.5	301.7
Interest payments ¹	4.8	9.5	4.7	—	19.0
Operating lease obligations	94.9	155.2	106.6	253.9	610.6
Surety and bid bonds	921.9	69.8	22.6	—	1,014.3
Total	\$ 1,129.5	\$ 269.4	\$ 429.9	\$ 262.3	\$ 2,091.1

¹The interest payments on the revolving credit facility are based on the borrowings outstanding as of December 25, 2015 at the expected interest rate over the period outstanding.

Critical Accounting Policies

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these financial statements requires us to make estimates and judgments that affect both the results of operations as well as the carrying values of our assets and liabilities. Some of our accounting policies require us to make difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. We base estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities as of the date of the financial statements that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Although our significant accounting policies are described in the Notes to Consolidated Financial Statements in Item 15 of this Annual Report on Form 10 -K, below is a summary of our most critical accounting policies.

Revenue Recognition

We earn revenue from different types of services performed under various types of contracts, including cost-plus, fixed-price and time-and-materials. We evaluate contractual arrangements to determine how to recognize revenue. We primarily perform engineering and construction related services and recognize revenue for these contracts on the

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percentage-of-completion method where progress towards completion is measured by relating the actual cost of work performed to date to the current estimated total cost of the respective contract. In making such estimates, judgments are required to evaluate potential variances in schedule, the cost of materials and labor, productivity, liability claims, contract disputes, and achievement of contract performance standards. We record the cumulative effect of changes in contract revenue and cost at completion in the period in which the changed estimates are determined to be reliably estimable.

Below is a description of the three basic types of contracts from which we may earn revenue using the percentage -of -completion method:

Cost -Plus Contracts. Cost -plus contracts can be cost plus a fixed fee or rate, or cost plus an award fee. Under these types of contracts, we charge our clients for our costs, including, both direct and indirect costs, plus a fixed fee or award fee. We generally recognize revenue based on the labor and non -labor costs we incur, plus the portion of the fixed fee or award fee we have earned to date.

Included in the total contract value for cost-plus fee arrangements is the portion of the fee for which receipt is determined to be probable. Award fees are influenced by the achievement of contract milestones, cost savings and other factors.

Fixed Price Contracts. Under fixed price contracts, our clients pay us an agreed amount negotiated in advance for a specified scope of work. For engineering and construction contracts, we recognize revenue on fixed price contracts using the percentage -of -completion method where direct costs incurred to date are compared to total projected direct costs at contract completion. Prior to completion, our recognized profit margins on any fixed price contract depend on the accuracy of our estimates and will increase to the extent that our actual costs are below the original estimated amounts. Conversely, if our costs exceed these estimates, our profit margins will decrease and we may realize a loss on a project.

Time -and -Materials Contracts. Under our time -and -materials contracts, we negotiate hourly billing rates and charge our clients based on the actual time that we expend on a project. In addition, clients reimburse us for our actual out -of -pocket costs of materials and other direct expenditures that we incur in connection with our performance under the contract. Our profit margins on time -and -materials contracts fluctuate based on actual labor and overhead costs that we directly charge or allocate to contracts compared with the negotiated billing rate and markup on other direct costs. Some of our time -and -materials contracts are subject to maximum contract values, and accordingly, revenue under these contracts is recognized under the percentage -of -completion method where costs incurred to date are compared to total projected costs at contract completion. Revenue on contracts that is not subject to maximum contract values is recognized based on the actual number of hours we spend on the projects plus any actual out -of -pocket costs of materials and other direct expenditures that we incur on the projects.

Operations and Maintenance Contracts. A portion of our contracts are operations and maintenance type contracts. Revenue is recognized on operations and maintenance contracts on a straight-line basis over the life of the contract once we have an arrangement, service has begun, the price is fixed or determinable and collectability is reasonably assured.

For all contract types noted above, change orders are included in total estimated contract revenue when it is probable that the change order will result in an addition to contract value and when the change order can be estimated. Management evaluates when a change order is probable based upon its experience in negotiating change orders, the customer's written approval of such changes or separate documentation of change order costs that are identifiable.

Losses on construction and engineering contracts in process are recognized in their entirety when the loss becomes evident and the amount of loss can be reasonably estimated.

Income Taxes

In determining net income for financial statement purposes, we must make estimates and judgments in the calculation of tax assets and liabilities and in the determination of the recoverability of the deferred tax assets. The tax assets and liabilities arise from temporary differences between the tax return and the financial statement recognition of

revenue and expenses. We must assess the likelihood that we will be able to recover our deferred tax assets. If recovery is not likely, we must increase our tax provision by recording a valuation allowance for the deferred tax assets that we estimate will not ultimately be recoverable .

In addition, the calculation of our income tax provision involves uncertainties in the application of complex tax regulations. For income tax benefits to be recognized, a tax position must be more likely than not to be sustained upon ultimate settlement. We record reserves for uncertain tax positions that do not meet this criterion .

Goodwill

Goodwill represents the excess of costs over fair value of the assets of businesses we have acquired. Goodwill acquired in a purchase business combination is not amortized, but instead, is tested for impairment at least annually in accordance with the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 350, Intangibles-Goodwill and Other ("ASC 350"), as amended under Accounting Standards Update 2011-08 ("ASU 2011-08"). Our annual goodwill impairment test is conducted as of the first day of the fourth quarter of each year, however, upon the occurrence of certain triggering events, we are also required to test for impairment at dates other than the annual impairment testing date. In performing the impairment test, we evaluate our goodwill at the reporting unit level. Under the guidance of ASC 350, we have the option to assess either quantitative or qualitative factors to determine whether it is more likely than not that the fair values of our reporting units are less than their carrying amounts. If after assessing the totality of events or circumstances, we determine that it is not more likely than not that the fair values of our reporting units are less than their carrying amounts, then the next step of the impairment test is unnecessary. If we conclude otherwise, then we are required to test goodwill for impairment under the two-step process. The two-step process involves comparing the estimated fair value of each reporting unit to the unit's carrying value, including goodwill. If the carrying value of a reporting unit does not exceed its fair value, the goodwill of the reporting unit is not considered impaired; therefore, the second step of the impairment test is unnecessary. If the carrying amount of a reporting unit exceeds its fair value, we would then perform a second step to measure the amount of goodwill impairment loss to be recorded.

We determine the fair value of our reporting units using a combination of the income approach, the market approach, and the cost approach. The income approach calculates the present value of future cash flows based on assumptions and estimates derived from a review of our expected revenue growth rates, profit margins, business plans, cost of capital and tax rates for the reporting units. Our market based valuation method estimates the fair value of our reporting units by the application of a multiple to our estimate of a cash flow metric for each business unit. The cost approach estimates the fair value of a reporting unit as the net replacement cost using current market quotes.

Pension and Postretirement Employee Benefits

The unfunded or overfunded projected benefit obligation of our defined benefit pension plans and other postretirement benefits are recorded in our consolidated financial statements using actuarial valuations that are based on many assumptions. These assumptions primarily include discount rates, rates of compensation increases for participants, mortality rates, and long-term rates of return on plan assets. We use judgment in selecting these assumptions each year because we have to consider not only the current economic environment in each host country, but also future market trends, changes in interest rates and equity market performance. Our plan liabilities are most sensitive to changes in the discount rates, which if reduced by 25 basis points, plan liabilities for the U.S. and non-U.S. plans would increase by approximately \$9.0 million and \$50.0 million, respectively. For the year ended December 25, 2015, the combined U.S. and non-U.S. pension plan benefit obligation decreased by \$23.0 million primarily due to changes in the discount rate assumptions, which increased for both the U.S. and Non-U.S. pension plans, as well as a change in the U.S. pension plan mortality rates, which were based on recent studies by the Society of Actuaries indicating mortality improvements. As a result of these actuarial assumption changes, accumulated other comprehensive income within consolidated equity increased by \$19.2 million. Changes in these assumptions have an immaterial impact on our net periodic pension costs as most of our defined benefit arrangements have been closed to new entrants and ceased future accruals. Under current accounting guidance, any increase in expense resulting from changes in assumptions is recognized over time.

Recent Accounting Standards

Refer to *Recent Accounting Standards* in Note 1- *Summary of Business and Significant Accounting Policies* to our Consolidated Financial Statements in Item 15 below.

Commitments and Contingencies

Refer to Note 18 – *Commitments and Contingencies* within our Consolidated Financial Statements in Item 15.

Item 7A . Quantitative and Qualitative Disclosures about Market Risk

In the ordinary course of our operations we are exposed to certain market risks, primarily changes in foreign currency exchange rates and interest rates. This risk is monitored to limit the effect of foreign currency exchange rate and interest rate fluctuations on earnings and cash flows.

Foreign currency exchange rates. We operate in many countries around the world and as a result, are exposed to foreign currency exchange rate risk on transactions in numerous countries. We are primarily subject to this risk on long term projects whereby the currency being paid by our client differs from the currency in which we incurred our costs, as well as intercompany trade balances among our entities with differing currencies. In order to mitigate this risk, we enter into derivative financial instruments. We do not enter into derivative transactions for speculative or trading purposes. All derivatives are carried at fair value in the consolidated balance sheets and changes in the fair value of the derivative instruments are recognized in earnings. These currency derivative instruments are carried on the balance sheet at fair value and are based upon Level 2 inputs including third party quotes. As of December 25, 2015, we had derivative liabilities of \$0.1 million of forward foreign exchange contracts on world currencies with varying durations, none of which extend beyond one and five years .

Interest rates. Our interest rate exposure is primarily limited to our Credit Facility. As of December 25, 2015 the outstanding balance on the Credit Facility was \$292.8 million. We have assessed the market risk exposure on this financial instrument and determined that any significant change to the fair value of this instrument would not have a material impact on our consolidated results of operations, financial position or cash flows. Based upon the amount outstanding under the Credit Facility, a one percentage point change in the assumed interest rate would change our annual interest expense by approximately \$2.9 million.

Item 8. Financial Statements and Supplementary Data

Reference is made to the information set forth beginning on page F -1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9 A. Controls and Procedures

Disclosure Controls and Procedures

We carried out an evaluation as of the last day of the period covered by this Annual Report on Form 10 -K, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a -15(e) of the Securities Exchange Act of 1934, as amended (“Exchange Act”). Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures (a) are effective to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is timely recorded, processed, summarized and reported and (b) include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a -15(f). All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO 2013 Framework).

Based on this assessment, management concluded that our internal control over financial reporting was effective as of December 25, 2015.

The effectiveness of our internal control over financial reporting as of December 25, 2015 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included herein on page F -1.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended December 25, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9 B. Other Information

None.

PART II I

Item 10 . Directors, Executive Officers and Corporate Governance

Certain information required by this item is incorporated by reference from CH2M's definitive proxy statement for its 2016 Annual Meeting of Stockholders. Information regarding the executive officers of CH2M is presented below:

EXECUTIVE OFFICERS OF CH2M

The executive officers of CH2M are listed below, along with their ages, tenure as officer and business background for at least the last five years.

Ryan L. Beckman. Age 46. Mr. Beckman is Vice President, Chief Accounting Officer and Controller of CH2M since March 1, 2015. He previously served as Assistant Controller from May 2004 to February 2015.

Mark D. Fallon. Age 45. Mr. Fallon is President, Global Regions since January 2015. He previously was the President, Facilities and Urban Environments of CH2M since June 2014 and Regional Managing Director of Europe from 2013 until June 2014. Prior to that he served as President, Nuclear Business Group of CH2M since July 2010. Mr. Fallon is a member of the Board of Directors of CH2M.

Jacqueline C. Hinman. Age 54. Ms. Hinman is the Chairman of the Board of Directors of CH2M since September 2014 and has been the President and Chief Executive Officer of CH2M since January 2014. She previously served as the Senior Vice President and President of the International Division of CH2M from 2012 to 2014, and served as the President of the Facilities and Infrastructure Division from 2011 until 2012, and served as the Vice President, Major Programs and Executive Director for Mergers and Acquisitions between 2009 and 2010.

Lisa Glatch. Age 53. Ms. Glatch is the Executive Vice President of Client Solutions and Sales of CH2M since April 2014. She previously served as Senior Vice President of Global Sales and Vice President of Denver Operations

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Upstream Oil and Gas Region for Jacobs Engineering Group Inc. (engineering company) from April 2012 through March 2014. From 1986 to 2010, Ms. Glatch was with Fluor Corporation (engineering company) serving in various capacities from 1986 through 2010 including the Senior Vice President of Energy and Chemicals from 2009 to 2010. Ms. Glatch is a member of the Board of Directors of CH2M.

Frank C. Gross, Jr. Age 59. Mr. Gross is Executive Vice President – Services and Risk of CH2M since May 1, 2015. He previously served as President of Remediation and Construction Management Group at Tetra Tech (engineering company) from 2011 to 2015. From 2008 to 2011 Mr. Gross was President of the Industrial/Process business unit at URS (engineering company), in the Energy and Construction division.

Shelette M. Gustafson. Age 51. Ms. Gustafson is the Chief Human Resources Officer of CH2M since January 2016. She joined CH2M in 2007 as a Human Resources Director and served as the Vice President, Global Human Resources Delivery from 2011 to 2015. Ms. Gustafson came to CH2M from McDATA Corporation (technology company) where she was Director Human Resources from 2002 to 2007.

Gary L. McArthur. Age 55. Mr. McArthur is the Executive Vice President and Chief Financial Officer of CH2M since August 2014. Prior to joining CH2M, he served as the Chief Financial Officer of Harris Corporation (international communications and information technology company) since 2006, and in various other financial positions since 1997.

Thomas M. McCoy. Age 65. Mr. McCoy is the Executive Vice President, General Counsel and Corporate Secretary of CH2M since September 2014. Prior to joining CH2M, he was a partner in the law firm of O'Melveny & Myers since 2011 and from 1977 to 1995. From 1995 through 2010, Mr. McCoy served first as the Senior Vice President, General Counsel and Secretary of Advance Micro Devices, Inc. (semiconductor company) and then as the Executive Vice President, Chief Legal and Administrative Officer of Advanced Micro Devices, Inc.

Gregory T. McIntyre. Age 57. Mr. McIntyre is the President, Global Business Groups of CH2M since January 1, 2015. He previously was the Corporate Vice President and Global Market President, Water Business Group in 2014 and 2015, concurrently with the President, Global Business Groups role. He previously served as the Managing Director of CH2M's International Infrastructure business from 2012 to 2014. Prior to that role, Mr. McIntyre served as the Managing Director of Halcrow (engineering company), acquired by CH2M in 2011, and a member of its board of directors, and oversaw the integration of the Halcrow operations into CH2M. He was the Deputy Program Manager and CH2M Managing Director for CLM Delivery Partner, the delivery partner to the Olympic Delivery Authority for the London 2012 Olympics and Paralympic Games, between 2010 and 2011. Mr. McIntyre is a member of the Board of Directors of CH2M.

There are no family relationships among the executive officers or directors of CH2M. The executive officers are elected by the Board of Directors each year and hold office until the organizational meeting of the Board in the next subsequent year and until his or her successor is chosen or until his or her earlier death, resignation or removal.

Item 1.1. *Executive Compensation*

Information required by this item is incorporated by reference from CH2M's definitive proxy statement for its 2016 Annual Meeting of Stockholders.

Item 1.2. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*

Information required by this item is incorporated by reference from CH2M's definitive proxy statement for its 2016 Annual Meeting of Stockholders.

Item 1.3. *Certain Relationships and Related Transactions, and Director Independence*

Information required by this item is incorporated by reference from CH2M's definitive proxy statement for its 2016 Annual Meeting of Stockholders.

Item 1 4. *Principal Accounting Fees and Services*

Information required by this item is incorporated by reference from CH2M's definitive proxy statement for its 2016 Annual Meeting of Stockholders.

PART IV

Item 15 . Exhibits and Financial Statement Schedules

Documents Filed as Part of this Report

1. Financial Statements

<u>Report of Independent Registered Public Accounting Firm</u>	F
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<u>Consolidated Balance Sheets at December 25, 2015 and December 31, 2014</u>	F
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<u>Consolidated Statements of Operations for the Years Ended December 25, 2015, December 31, 2014, and December 31, 2013</u>	F
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<u>Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 25, 2015, December 31, 2014, and December 31, 2013</u>	F
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<u>Consolidated Statements of Stockholders' Equity for the Years Ended December 25, 2015, December 31, 2014, and December 31, 2013</u>	F
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<u>Notes to Consolidated Financial Statements</u>	F
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2. Financial Statement Schedules and Other

All financial statement schedules have been omitted because the required information is included in the consolidated financial statements or notes thereto, or because such schedules are not applicable.

3. Exhibits

The Exhibits required by this item are listed in the Exhibit Index. Each management contract and compensatory plan or arrangement is denoted with a "+" in the Exhibit Index.

<u>Exhibit Number</u>	<u>Description</u>
3.1	Restated Certificate of Incorporation of CH2M HILL Companies, Ltd., as filed with the Delaware Secretary of State on February 19, 2015 (filed as Exhibit A to CH2M's Proxy Statement on January 16, 2015, (Commission File No. 000 -27261), and incorporated herein by reference)
3.2	Certificate of Designation of Series A Preferred Stock of CH2M HILL Companies, Ltd., as filed with the Delaware Secretary of State on June 22, 2015 (filed as Exhibit 3.1 to CH2M's Form 8 -K on June 24, 2015 (Commission File No. 000 -27261), and incorporated herein by reference)
3.3	Amended and Restated Bylaws of CH2M HILL Companies, Ltd., as amended through and including June 24, 2015 (filed as Exhibit 3.2 to CH2M's Form 8 -K on June 24, 2015 (Commission File No. 000 -27261), and incorporated herein by reference)
+10.1	CH2M HILL Companies, Ltd. Amended and Restated Short Term Incentive Plan effective January 1, 2012 (filed as Exhibit 10.2 to CH2M's Form 10 -Q for the quarter ended June 30, 2012 (Commission File No. 000 -27261), and incorporated herein by reference)
+10.2	CH2M HILL Companies, Ltd. Amended and Restated Long Term Incentive Plan effective January 1, 2011 (filed as Exhibit 10.3 to CH2M's Form 10 -K for the year ended December 31, 2011 (Commission File No. 000 -27261), and incorporated herein by reference)
+10.3	CH2M HILL Companies, Ltd. Amended and Restated 2009 Stock Option Plan, effective May 7, 2012 (filed as Exhibit 10.1 to CH2M's Form 8 -K on May 11, 2012 (Commission File No. 000 -27261), and incorporated herein by reference)

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- +10.4 CH2M HILL Companies, Ltd. Amended and Restated Restricted Stock Plan effective September 13, 2013 (filed as Exhibit 10.4 to CH2M's Form 10 -K for the year end December 31, 2013 (Commission File No. 000 -27261), and incorporated herein by reference)
- +10.5 CH2M HILL Companies, Ltd. Amended and Restated Deferred Compensation Plan effective November 13, 2014 (filed as Exhibit 10.5 to CH2M's Form 10-K on February 25, 2015 (Commission File No. 000-27261), and incorporated by reference)
- +10.6 CH2M HILL Companies, Ltd. Supplemental Executive Retirement and Retention Plan effective January 1, 2013 (Commission File No. 002 -27261)
- +10.7 Form of Change of Control Agreement between CH2M HILL Companies, Ltd. and employee directors and executive officers (filed as Exhibit 10.1 to CH2M's Form 8 -K on November 4, 2015, (Commission File No. 002 -27261), and incorporated herein by reference)
- +10.8 CH2M HILL Companies, Ltd. Death Benefit Only Plan effective September 13, 2012 (filed as Exhibit 10.1 to CH2M's Form 10 -Q for the quarter ended September 30, 2012 (Commission File No. 000 -27261), and incorporated herein by reference)
- *+ 10.9 Form of Indemnification Agreement between CH2M HILL Companies, Ltd. and directors, effective as of October 1, 2015
- *+10.10 Form of Indemnification Agreement between CH2M HILL Companies, Ltd. and executive officers, effective as of October 1, 2015
- 10.11 Contract with Neidiger, Tucker, Bruner, Inc. dated as of July 1, 2006 (filed as Exhibit 10.12 to CH2M's Form 10 -K for the year ended December 31, 2010 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.12 Addendum to Contract with Neidiger, Tucker, Bruner, Inc. dated as of February 11, 2011 (filed as Exhibit 10.1 to CH2M's Form 10 -Q for the quarter ended March 31, 2011 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.13 Addendum to Contract with Neidiger, Tucker, Bruner, Inc. dated as of June 21, 2012 (filed as Exhibit 10.4 to CH2M's Form 10 -Q for the quarter ended June 30, 2012 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.14 Addendum to Contract with Neidiger, Tucker, Bruner, Inc. dated as of June 6, 2014 (filed as Exhibit 10.1 to CH2M's Form 10 -Q for the quarter ended June 30, 2014 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.15 Addendum to Contract with Neidiger, Tucker, Bruner, Inc. dated as of May 29, 2015 (filed as Exhibit 10.2 to CH2M's Form 10 -Q for the quarter ended June 26, 2015 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.16 Second Amended and Restated Credit Agreement dated as of March 28, 2014, by and among CH2M HILL Companies, Ltd. and certain of its subsidiaries, Wells Fargo Bank, National Association, and other lenders as party thereto (filed as Exhibit 10.2 to CH2M's Form 10 -Q for the quarter ended March 30, 2014 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.17 First Amendment to Credit Agreement dated as of September 26, 2014, by and among CH2M HILL Companies, Ltd. and certain of its subsidiaries, Wells Fargo Bank, National Association, and other lenders as party thereto (filed as Exhibit 10.2 to CH2M's Form 10 -Q for the quarter ended September 30, 2014 (Commission File No. 000 -27261), and incorporated herein by reference)
- 10.18 Second Amendment to Credit Agreement dated as of March 30, 2015, by and among CH2M HILL Companies, Ltd. and certain of its subsidiaries, Wells Fargo Bank, National Association, and other lenders as party thereto (filed as Exhibit 10.1 to CH2M's Form 10 -Q for the quarter ended March 27, 2015 (Commission File No. 000 -27261), and incorporated herein by reference)

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- 10.19 Separation, Waiver and General Release Agreement entered into on May 29, 2015 by and between CH2M and J. Robert Berra (filed as Exhibit 10.1 to CH2M's Form 10-Q for the quarter ended June 26, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - 10.20 Retirement Transition Agreement between CH2M and Michael A. Szomjassy dated July 1, 2015 (filed as Exhibit 10.1 to CH2M's Form 8-K on July 2, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - 10.21 Letter Agreement dated June 24, 2015 between Jerry D. Geist and CH2M HILL Companies, Ltd. (filed as Exhibit 10.3 to CH2M's Form 10-Q for the quarter ended June 26, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - 10.22 Retirement Transition Agreement between CH2M and John Madia dated October 6, 2015 (filed as Exhibit 10.1 to CH2M's Form 10-Q for the quarter ended September 25, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - *21.1 Subsidiaries of CH2M HILL Companies, Ltd.
 - *23.1 Consent of KPMG LLP, Independent Registered Public Accounting Firm
 - *24.1 Power of Attorney authorizing signature
 - *31.1 Written Statement of Chief Executive Officer pursuant to Section 302 of the Sarbanes -Oxley Act of 2002
 - *31.2 Written Statement of Chief Financial Officer pursuant to Section 302 of the Sarbanes -Oxley Act of 2002
 - *32.1 Written Statement of Chief Executive Officer pursuant to Section 906 of the Sarbanes -Oxley Act of 2002 (18 U.S.C. Section 1350)
 - *32.2 Written Statement of Chief Financial Officer pursuant to Section 906 of the Sarbanes -Oxley Act of 2002 (18 U.S.C. Section 1350)
 - 99.1 Internal Market Rules effective November 14, 2014 (filed as Exhibit 99.1 to CH2M's Form 10-K on February 25, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - 99.2 Subscription Agreement dated May 27, 2015 between CH2M HILL Companies, Ltd. and AP VIII CH2 Holdings, L.P. (filed as Exhibit 99.1 to CH2M's Form 8-K on May 28, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - 99.3 Investor Rights Agreement dated June 24, 2015, among CH2M HILL Companies, Ltd. and AP VIII CH2 Holdings, L.P. (filed as Exhibit 99.1 to CH2M's Form 8-K on June 24, 2015 (Commission File No. 000-27261), and incorporated by reference)
 - **101.INS XBRL Instance Document
 - **101.SCH XBRL Taxonomy Extension Schema Document
 - **101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
 - **101.LAB XBRL Taxonomy Extension Labels Linkbase Document
 - **101.PRE XBRL Taxonomy Extension Presentation Linkbase Document
 - **101.DEF XBRL Taxonomy Extension Definition Linkbase Document
-
- * Filed herewith
- ** XBRL (eXtensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections
- + Indicates management contract or compensatory plan or arrangement

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
CH2M HILL Companies, Ltd.;

We have audited the accompanying consolidated balance sheets of CH2M HILL Companies, Ltd. and its subsidiaries (the Company) as of December 25, 2015 and December 31, 2014, and the related consolidated statements of operations, comprehensive (loss) income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 25, 2015. We also have audited the Company's internal control over financial reporting as of December 25, 2015, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States) and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CH2M HILL Companies, Ltd. and subsidiaries as of December 25, 2015 and December 31, 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 25, 2015, in conformity with U.S. generally accepted accounting principles. Also in our opinion, CH2M HILL Companies, Ltd. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 25, 2015, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

/s/ KPMG LLP

Denver, Colorado
February 22, 2016

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Consolidated Balance Sheet

(Dollars in thousands)

	December 25, 2015	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 197,021	\$ 131,477
Receivables, net—		
Client accounts	739,532	697,168
Unbilled revenue	601,713	660,227
Other	17,316	22,447
Income tax receivable	19,800	31,369
Deferred income taxes	8,703	5,968
Prepaid expenses and other current assets	95,809	74,413
Total current assets	<u>1,679,894</u>	<u>1,623,069</u>
Investments in unconsolidated affiliates	84,296	94,340
Property, plant and equipment, net	203,666	258,160
Goodwill	510,985	533,975
Intangible assets, net	59,011	91,379
Deferred income taxes	246,682	250,055
Employee benefit plan assets and other	76,765	90,324
Total assets	<u>2,861,299</u>	<u>2,941,302</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 2,069	\$ 5,028
Accounts payable and accrued subcontractor costs	504,098	530,822
Billings in excess of revenue	302,647	336,063
Accrued payroll and employee related liabilities	328,585	289,330
Other accrued liabilities	338,926	406,991
Total current liabilities	<u>1,476,325</u>	<u>1,568,234</u>
Long-term employee related liabilities	599,033	671,581
Long-term debt	299,593	508,021
Other long-term liabilities	109,017	105,898
Total liabilities	<u>2,483,968</u>	<u>2,853,734</u>
Commitments and contingencies (Note 18)		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 50,000,000 shares authorized of which 10,000,000 are designated as Series A; 3,214,400 issued and outstanding at December 31, 2015 and none issued or outstanding as of December 31, 2014	32	—
Common stock, \$0.01 par value, 100,000,000 shares authorized; 26,282,913 and 27,323,570 issued and outstanding at December 25, 2015 and December 31, 2014, respectively	263	273
Additional paid-in capital	125,381	—
Retained earnings	561,213	484,842
Accumulated other comprehensive loss	(274,704)	(272,357)
Total CH2M common stockholders' equity	<u>412,185</u>	<u>212,758</u>
Noncontrolling interests	(34,854)	(125,190)
Total stockholders' equity	<u>377,331</u>	<u>87,568</u>
Total liabilities and stockholders' equity	<u>\$2,861,299</u>	<u>\$2,941,302</u>

The accompanying notes are an integral part of these consolidated financial statements.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Consolidated Statements of Operations

(Dollars in thousands except per share amounts)

	December 25, 2015	December 31, 2014	December 31, 2013
Gross revenue	\$ 5,361,505	\$ 5,413,469	\$ 5,877,819
Equity in earnings of joint ventures and affiliated companies	46,765	54,918	54,010
Operating expenses:			
Direct cost of services	(4,343,156)	(4,643,540)	(4,686,005)
Selling, general and administrative	(930,273)	(1,093,121)	(1,053,462)
Impairment losses on goodwill and intangibles	—	(73,312)	—
Operating income (loss)	134,841	(341,586)	192,362
Other income (expense):			
Interest income	211	704	1,742
Interest expense	(14,551)	(14,926)	(12,244)
Income (loss) before (provision) benefit for income taxes	120,501	(355,808)	181,860
(Provision) benefit for income taxes	(28,384)	37,206	(50,708)
Net income (loss)	92,117	(318,602)	131,152
Less: (Income) loss attributable to noncontrolling interests	(11,714)	137,065	(12,818)
Net income (loss) attributable to CH2M	\$ 80,403	\$ (181,537)	\$ 118,334
Net income (loss) attributable to CH2M per common share:			
Basic	\$ 2.62	\$ (6.42)	\$ 4.00
Diluted	\$ 2.61	\$ (6.42)	\$ 3.96
Weighted average number of common shares:			
Basic	27,119,498	28,256,864	29,612,309
Diluted	27,181,179	28,256,864	29,889,844

The accompanying notes are an integral part of these consolidated financial statements.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Consolidated Statements of Comprehensive Income (Loss)

(Dollars in thousands)

	December 25, 2015	December 31, 2014	December 31, 2013
Net income (loss)	\$ 92,117	\$ (318,602)	\$ 131,152
Other comprehensive loss:			
Foreign currency translation adjustments	(32,181)	(23,903)	(4,596)
Benefit plan adjustments, net of tax	29,834	(109,279)	(3,053)
Unrealized (loss) gain on available-for-sale securities:			
Loss on available-for-sale securities and other, net of tax	—	(27)	(642)
Less: reclassification adjustment for gains included in net income, net of tax	—	(185)	—
Other comprehensive loss	(2,347)	(133,394)	(8,291)
Comprehensive income (loss)	89,770	(451,996)	122,861
Less: comprehensive income (loss) attributable to noncontrolling interests	11,714	(137,065)	12,818
Comprehensive income (loss) attributable to CH2M	\$ 78,056	\$ (314,931)	\$ 110,043

The accompanying notes are an integral part of these consolidated financial statements.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

(Dollars in thousands)

	Preferred Stock		Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
	Balance at December 31, 2012	—	\$ —	29,845,190					
Net income	—	—	—	—	—	118,334	—	12,818	131,152
Other comprehensive (loss) income:									
Foreign currency translation adjustments	—	—	—	—	—	—	(4,597)	1	(4,596)
Benefit plan adjustments, net of tax	—	—	—	—	—	—	(3,053)	—	(3,053)
Unrealized loss on equity investments, net of tax	—	—	—	—	—	—	(642)	—	(642)
Distributions to affiliates, net	—	—	—	—	—	—	—	(7,703)	(7,703)
Shares issued in connection with stock based compensation and employee benefit plans	—	—	1,115,748	11	64,572	—	—	—	64,583
Shares purchased and retired	—	—	(2,178,661)	(21)	(64,572)	(89,272)	—	—	(153,863)
Balance at December 31, 2013	—	\$ —	28,782,277	\$ 288	—	\$ 763,095	\$ (138,963)	\$ 18,164	\$ 642,584
Net loss	—	—	—	—	—	(181,537)	—	(137,065)	(318,602)
Other comprehensive (loss) income:									
Foreign currency translation adjustments	—	—	—	—	—	—	(23,903)	—	(23,903)
Benefit plan adjustments, net of tax	—	—	—	—	—	—	(109,279)	—	(109,279)
Unrealized loss on equity investments, net of tax	—	—	—	—	—	—	(27)	—	(27)
Reclassification adjustment for gains included in net income, net of tax	—	—	—	—	—	—	(185)	—	(185)
Distributions to affiliates, net	—	—	—	—	—	—	—	(6,289)	(6,289)
Shares issued in connection with stock based compensation and employee benefit plans	—	—	934,514	9	48,949	—	—	—	48,958
Shares issued in connection with purchase of TERA Environmental Consultants	—	—	170,088	2	10,829	—	—	—	10,831
Shares purchased and retired	—	—	(2,563,309)	(26)	(59,778)	(96,716)	—	—	(156,520)
Balance at December 31, 2014	—	\$ —	27,323,570	273	—	484,842	(272,357)	(125,190)	87,568
Net income	—	—	—	—	—	80,403	—	11,714	92,117
Other comprehensive (loss) income:									
Foreign currency translation adjustments	—	—	—	—	—	—	(32,181)	—	(32,181)
Benefit plan adjustments, net of tax	—	—	—	—	—	—	29,834	—	29,834
Investments in affiliates, net	—	—	—	—	—	—	—	78,622	78,622
Shares issued in connection with stock based compensation and employee benefit plans	—	—	607,846	6	32,968	—	—	—	32,974
Series A Preferred Stock issued for cash	3,214,400	32	—	—	191,645	—	—	—	191,677
Shares purchased and retired	—	—	(1,648,503)	(16)	(99,232)	(4,032)	—	—	(103,280)
Balance at December 25, 2015	3,214,400	\$ 32	26,282,913	\$ 263	\$ 125,381	\$ 561,213	\$ (274,704)	\$ (34,854)	\$ 377,331

The accompanying notes are an integral part of these consolidated financial statements.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Consolidated Statements of Cash Flow s

(Dollars in thousands)

	For The Years Ended		
	December 25, 2015	December 31, 2014	December 31, 2013
Cash flows from operating activities:			
Net income (loss)	\$ 92,117	\$ (318,602)	\$ 131,152
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	72,430	89,341	74,533
Stock - based employee compensation	32,975	48,958	50,682
(Gain) loss on disposal of property, plant and equipment	(3,823)	(660)	5,039
Gain on termination of lease obligation	—	—	(15,468)
Loss on goodwill and intangible impairment	—	73,312	—
Allowance for uncollectible accounts	2,013	2,582	4,487
Deferred income taxes	(5,274)	(62,500)	31,908
Undistributed earnings from unconsolidated affiliates	(46,765)	(54,918)	(54,010)
Distributions of income from unconsolidated affiliates	53,313	52,909	54,332
Contributions to defined benefit pension plans	(37,100)	(38,327)	(31,309)
Changes in assets and liabilities, net of businesses acquired:			
Receivables and unbilled revenue	(15,553)	13,601	(42,183)
Prepaid expenses and other	(11,011)	(6,829)	(8,076)
Accounts payable and accrued subcontractor costs	(21,355)	73,289	(100,885)
Billings in excess of revenues	(26,373)	(13,429)	(14,584)
Accrued payroll and employee related liabilities	46,011	(41,644)	5,630
Other accrued liabilities	(57,881)	219,290	(32,378)
Current income taxes	9,880	(16,238)	(9,789)
Long - term employee related liabilities and other	21,691	32,663	44,161
Net cash provided by operating activities	105,295	52,798	93,242
Cash flows from investing activities:			
Capital expenditures	(33,423)	(74,863)	(93,157)
Acquisitions, net of cash acquired	—	(87,607)	—
Investments in unconsolidated affiliates	(30,392)	(16,477)	(41,114)
Distributions of capital from unconsolidated affiliates	31,420	14,280	70,663
Proceeds from sale of operating assets	40,952	1,875	5,692
Other investing activities	—	864	—
Net cash provided by (used in) investing activities	8,557	(161,928)	(57,916)
Cash flows from financing activities:			
Borrowings on long - term debt	2,350,385	1,882,655	1,662,136
Payments on long - term debt	(2,561,919)	(1,760,670)	(1,523,190)
Repurchases and retirements of common stock	(96,301)	(164,343)	(146,044)
Payment on termination of lease obligation	—	—	(27,033)
Acquisition payments	—	—	(2,670)
Proceeds from issuance of preferred stock	191,677	—	—
Excess tax (costs) benefits from stock - based compensation	(6,980)	7,628	6,083
Net contributions from (distributions to) noncontrolling interests	78,622	(6,289)	(7,703)
Net cash used in financing activities	(44,516)	(41,019)	(38,421)
Effect of exchange rate changes on cash	(3,792)	(12,635)	(13,282)
Increase (Decrease) in cash and cash equivalents	65,544	(162,784)	(16,377)
Cash and cash equivalents, beginning of year	131,477	294,261	310,638
Cash and cash equivalents, end of year	\$ 197,021	\$ 131,477	\$ 294,261
Supplemental disclosures:			
Cash paid for interest	\$ 14,375	\$ 15,169	\$ 12,122
Cash paid for income taxes	\$ 24,391	\$ 30,070	\$ 6,253

The accompanying notes are an integral part of these consolidated financial statements.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

(1) Summary of Business and Significant Accounting Policies

Summary of Business

CH2M HILL Companies, Ltd. and subsidiaries ("We", "Our", "CH2M" or the "Company") is a project delivery firm founded in 1946. We are a large employee -controlled professional engineering services firm providing engineering, construction, consulting, design, design -build, procurement, engineering -procurement -construction ("EPC"), operations and maintenance, program management and technical services to U.S. federal, state, municipal and local government agencies, national governments, as well as private industry and utilities, around the world. A substantial portion of our professional fees are derived from projects that are funded directly or indirectly by government entities.

Basic Presentation and Principles of Consolidation

The consolidated financial statements (referred to herein as "financial statements") are prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The consolidated financial statements include the accounts of CH2M and all of its wholly owned subsidiaries after elimination of all intercompany accounts and transactions. Partially owned affiliates and joint ventures are evaluated for consolidation. The consolidated financial statements include the accounts of all joint ventures in which the Company is the primary beneficiary.

The equity method of accounting is used for investments in companies which we do not control. Our consolidated net income includes our proportionate share of the net income or loss of these companies. The cost method of accounting is used for our investments in companies that we do not control and for which we do not have the ability to exercise significant influence over operating and financial policies. These investments are recorded at cost.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates, judgments, and assumptions. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the periods presented. Actual results could differ from our estimates.

Capital Structure

Our Company has authorized 100,000,000 shares of common stock, par value \$0.01 per share, and 50,000,000 shares of Class A preferred stock, par value \$0.01 per share. The bylaws and articles of incorporation provide for the imposition of certain restrictions on the stock including, but not limited to, the right but not the obligation to repurchase shares upon termination of employment or affiliation, the right of first refusal and ownership limits.

Change in Fiscal Year End

On March 30, 2015, in order to accommodate our financial accounting systems and the timely gathering and reporting of financial information, we changed our reporting period from a calendar year ending on December 31 of each year to a fiscal year ending on the last Friday of December of each year. Our fiscal quarters also end on the last Friday of March, June, and September. This change has been retroactively applied as if it was adopted as of January 1, 2015. The change in fiscal year-end did not have a material effect on the comparability of the periods presented.

Foreign Currency Translation

All assets and liabilities of our foreign subsidiaries are translated into U.S. dollars as of each balance sheet date. Translation gains and losses related to permanent investments in foreign subsidiaries are reflected in stockholders' equity as part of accumulated other comprehensive loss. Revenues and expenses are translated at the average exchange rate for

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the period and included in the consolidated statements of operations. Foreign currency transaction gains and losses are recognized as incurred in the consolidated statements of operations.

Revenue Recognition

We earn revenue from different types of services performed under various types of contracts, including cost-plus, fixed-price and time-and-materials. We evaluate contractual arrangements to determine how to recognize revenue. We primarily perform engineering and construction related services and recognize revenue for these contracts on the percentage-of-completion method where progress towards completion is measured by relating the actual cost of work performed to date to the current estimated total cost of the respective contract. In making such estimates, judgments are required to evaluate potential variances in schedule, the cost of materials and labor, productivity, liability claims, contract disputes, and achievement of contract performance standards. We record the cumulative effect of changes in contract revenue and cost at completion in the period in which the changed estimates are determined to be reliably estimable.

Below is a description of the three basic types of contracts from which we may earn revenue using the percentage -of -completion method:

Cost -Plus Contracts. Cost -plus contracts can be cost plus a fixed fee or rate, or cost plus an award fee. Under these types of contracts, we charge our clients for our costs, including, both direct and indirect costs, plus a fixed fee or award fee. We generally recognize revenue based on the labor and non -labor costs we incur, plus the portion of the fixed fee or award fee we have earned to date.

Included in the total contract value for cost-plus fee arrangements is the portion of the fee for which receipt is determined to be probable. Award fees are influenced by the achievement of contract milestones, cost savings and other factors.

Fixed Price Contracts. Under fixed price contracts, our clients pay us an agreed amount negotiated in advance for a specified scope of work. For engineering and construction contracts, we recognize revenue on fixed price contracts using the percentage -of -completion method where direct costs incurred to date are compared to total projected direct costs at contract completion. Prior to completion, our recognized profit margins on any fixed price contract depend on the accuracy of our estimates and will increase to the extent that our actual costs are below the original estimated amounts. Conversely, if our costs exceed these estimates, our profit margins will decrease, and we may realize a loss on a project.

Time -and -Materials Contracts. Under our time -and -materials contracts, we negotiate hourly billing rates and charge our clients based on the actual time that we expend on a project. In addition, clients reimburse us for our actual out -of -pocket costs of materials and other direct expenditures that we incur in connection with our performance under the contract. Our profit margins on time -and -materials contracts fluctuate based on actual labor and overhead costs that we directly charge or allocate to contracts compared with the negotiated billing rate and markup on other direct costs. Some of our time -and -materials contracts are subject to maximum contract values, and accordingly, revenue under these contracts is recognized under the percentage -of -completion method where costs incurred to date are compared to total projected costs at contract completion. Revenue on contracts that is not subject to maximum contract values is recognized based on the actual number of hours we spend on the projects plus any actual out -of -pocket costs of materials and other direct expenditures that we incur on the projects.

Operations and Maintenance Contracts. A portion of our contracts are operations and maintenance type contracts. Revenue is recognized on operations and maintenance contracts on a straight-line basis over the life of the contract once we have an arrangement, service has begun, the price is fixed or determinable and collectability is reasonably assured.

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For all contract types noted above, change orders are included in total estimated contract revenue when it is probable that the change order will result in an addition to contract value and when the change order can be estimated. Management evaluates when a change order is probable based upon its experience in negotiating change orders, the customer's written approval of such changes or separate documentation of change order costs that are identifiable.

Losses on construction and engineering contracts in process are recognized in their entirety when the loss becomes evident and the amount of loss can be reasonably estimated.

Unbilled Revenue and Billings in Excess of Revenue

Unbilled revenue represents the excess of contract revenue recognized over billings to date on contracts in process. These amounts become billable according to the contract terms, which usually consider the passage of time, achievement of certain milestones or completion of the project.

Billings in excess of revenue represent the excess of billings to date, per the contract terms, over revenue recognized on contracts in process. A significant portion of our billings in excess balance relates to excess billings on design-build projects. These projects often require us to order significant project materials and equipment in advance and we request payment in advance from our clients to cover these costs. As the projects near completion and our suppliers complete the construction of these components and we complete the installation, the billings in excess balance declines.

Allowance for Uncollectible Accounts Receivable

We reduce accounts receivable by estimating an allowance for amounts that may become uncollectible in the future. Management determines the estimated allowance for uncollectible amounts based on their judgments in evaluating the aging of the receivables and the financial condition of our clients, which may be dependent on the type of client and the client's current financial condition.

Fair Value Measurements

Fair value represents the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Assets and liabilities are valued based upon observable and non-observable inputs. Valuations using Level 1 inputs are based on unadjusted quoted prices that are available in active markets for the identical assets or liabilities at the measurement date. Level 2 inputs utilize significant other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly; and valuations using Level 3 inputs are based on significant unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. In 2015, we modified the manner in which we applied Level 1, 2, and 3 inputs to the assets included in our pension plans (refer to *Note 16 – Employee Retirement Plans*). However, other than that change in application, there were no significant transfers between levels during the year ended December 25, 2015.

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Restructuring and Related Charges

We account for costs associated with restructuring activities in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 420, *Exit or Disposal Cost Obligations*. An exit activity includes but is not limited to a restructuring, such as a sale or termination of a line of business, the closure of business activities in a particular location, the relocation of business activities from one location to another, changes in management structure, and a fundamental reorganization that affects the nature and focus of operations. The Company recognizes a liability and the related expense for restructuring costs when the liability is incurred and can be measured. Restructuring accruals are based upon management estimates at the time they are recorded and can change depending upon changes in facts and circumstances subsequent to the date the original liability was recorded. Nonretirement postemployment benefits offered as special termination benefits to employees, such as a voluntary early retirement program, are recognized as a liability and a loss when the employee accepts the offer and the amount can be reasonably estimated in accordance with ASC Topic 712, *Compensation-Nonretirement Postemployment Benefits*.

Income Taxes

We account for income taxes utilizing an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax effects of events that have been recognized in the financial statements or tax returns. In estimating future tax consequences, we generally consider all expected future events other than enactment of changes in the tax laws or rates. Deferred tax assets and liabilities are determined based on the difference between the tax basis of assets and liabilities and their reported amounts using enacted tax rates in effect for the year in which differences are expected to reverse. A valuation allowance is provided for deferred tax assets if it is more likely than not that these items will not be realized. Annually, we determine the amount of undistributed foreign earnings invested indefinitely in our foreign operations. Deferred taxes are not provided on those earnings. In addition, the calculation of tax assets and liabilities involves uncertainties in the application of complex tax regulations. For income tax benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. We record reserves for uncertain tax positions that do not meet these criteria.

Cash and Cash Equivalents

Highly liquid investments with original short-term maturities of less than three months are considered cash equivalents in the consolidated balance sheets and statements of cash flows. We maintain a domestic cash management system which provides for cash sufficient to satisfy financial obligations as they are submitted for payment and any excess cash in domestic bank accounts is applied against any outstanding debt held under our credit facility described below. If there is no balance outstanding on the credit facility, we invest cash in excess of this amount in money market funds. In addition, cash and cash equivalents on our consolidated balance sheets include cash held within our consolidated joint venture entities which is used for operating activities of those joint ventures. As of December 25, 2015 and December 31, 2014 cash and cash equivalents held in our consolidated joint ventures and reflected on the consolidated balance sheets totaled \$95.4 million and \$45.4 million, respectively.

Property, Plant and Equipment

All additions, including improvements to existing facilities, are recorded at cost. Maintenance and repairs are charged to expense as incurred. When assets are retired or otherwise disposed of, the cost of the assets and the related accumulated depreciation are removed from the accounts. Any gain or loss on retirements is reflected in operating income in the year of disposition.

Depreciation for owned property is based on the estimated useful lives of the assets using the straight-line method for financial statement purposes. Useful lives for buildings and land improvements range from 12 to 20 years. Furniture and fixtures, computers and office equipment, and field equipment are depreciated over their useful lives from

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3 to 10 years. Leasehold improvements are depreciated over the shorter of their estimated useful life or the remaining term of the associated lease.

Goodwill

Goodwill represents the excess of costs over fair value of the assets of businesses we have acquired. Goodwill acquired in a purchase business combination is not amortized, but instead, is tested for impairment at least annually in accordance with the provisions of the FASB ASC Topic 350, *Intangibles-Goodwill and Other* ("ASC 350"), as amended. Our annual goodwill impairment test is conducted as of the first day of the fourth quarter of each year, however, upon the occurrence of certain triggering events, we are also required to test for impairment at dates other than the annual impairment testing date. In performing the impairment test, we evaluate our goodwill at the reporting unit level. Under the guidance of ASC 350, we have the option to assess either quantitative or qualitative factors to determine whether it is more likely than not that the fair values of our reporting units are less than their carrying amounts. If after assessing the totality of events or circumstances, we determine that it is not more likely than not that the fair values of our reporting units are less than their carrying amounts, then the next step of the impairment test is unnecessary. If we conclude otherwise, then we are required to test goodwill for impairment under the two-step process. The two-step process involves comparing the estimated fair value of each reporting unit to the unit's carrying value, including goodwill. If the carrying value of a reporting unit does not exceed its fair value, the goodwill of the reporting unit is not considered impaired; therefore, the second step of the impairment test is unnecessary. If the carrying amount of a reporting unit exceeds its estimated fair value, we would then perform a second step to measure the amount of goodwill impairment loss to be recorded.

We determine the fair value of our reporting units using a combination of the income approach, the market approach, and the cost approach. The income approach calculates the present value of future cash flows based on assumptions and estimates derived from a review of our expected revenue growth rates, profit margins, business plans, cost of capital and tax rates for the reporting units. Our market based valuation method estimates the fair value of our reporting units by the application of a multiple to our estimate of a cash flow metric for each business unit. The cost approach estimates the fair value of a reporting unit as the net replacement cost using current market quotes.

Intangible Assets

We may acquire other intangible assets in business combinations. Intangible assets are stated at fair value as of the date they are acquired in a business combination. We amortize intangible assets with finite lives on a straight-line basis over their expected useful lives, currently up to ten years. We test our intangible assets for impairment in the period in which a triggering event or change in circumstance indicates that the carrying amount of the intangible asset may not be recoverable. If the carrying out amount of the intangible asset exceeds the fair value, an impairment loss will be recognized in the amount of the excess. We determine the fair value of the intangible assets using a discounted cash flow approach.

Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss consists of foreign currency translation adjustments and benefit plan adjustments. These components are included in the consolidated statements of stockholders' equity and consolidated statements of comprehensive income. Taxes are not provided on the foreign currency translation gains and losses as deferred taxes are not provided on the unremitted earnings of the foreign subsidiaries to which they relate.

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For the year ended December 25, 2015, changes to accumulated other comprehensive loss are as follows:

(\$ in thousands)

Benefit plans:

Balance at beginning of year	\$	(255,503)
Reclassification adjustment		19,243
Other comprehensive loss recognized during the year		10,591
Balance at end of year	\$	(225,669)
Foreign currency translation:		
Balance at beginning of year	\$	(16,854)
Other comprehensive loss recognized during the year		(32,181)
Balance at end of year	\$	(49,035)

Other comprehensive loss related to our benefit plans includes pretax reclassification adjustments of \$31.0 million (\$ 19.2 million, net of tax) for the year ended December 25, 2015 and is recognized in the direct cost of services and the selling, general and administrative lines of our consolidated statements of operations.

Derivative instruments

We primarily enter into derivative financial instruments to mitigate exposures to changing foreign currency exchange rates on our earnings and cash flows. We are primarily subject to this risk on long-term projects whereby the currency being paid by our client differs from the currency in which we incurred our costs, as well as intercompany trade balances among entities with differing currencies. We do not enter into derivative transactions for speculative or trading purposes. All derivatives are carried at fair value on the consolidated balance sheets in other receivables or accounts payable and accrued subcontractor costs as applicable. The periodic change in the fair value of the derivative instruments is recognized in earnings within selling, general and administrative expense.

Concentrations of Credit Risk

Financial instruments which potentially subject our company to concentrations of credit risk consist principally of cash and cash equivalents, short term investments and trade receivables. Our cash is primarily held with major banks and financial institutions throughout the world and typically is insured up to a set amount. Accordingly, we believe the risk of any potential loss on deposits held in these institutions is minimal. Concentrations of credit risk relative to trade receivables are limited due to our diverse client base, which includes the U.S. federal government, various states and municipalities, foreign government agencies, and a variety of U.S. and foreign corporations operating in a broad range of industries and geographic areas.

Contracts with the U.S. federal government and its prime contractors usually contain standard provisions for permitting the government to modify, curtail or terminate the contract for convenience of the government or such prime contractors if program requirements or budgetary constraints change. Upon such a termination, we are generally entitled to recover costs incurred, settlement expenses and profit on work completed prior to termination.

Recent Accounting Standards

In January 2016, the FASB issued Accounting Standards Update ("ASU") 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. The amendments issued with this ASU require equity securities (including other ownership interests, such as partnerships, unincorporated joint ventures, and limited liability companies) to be measured at fair value with changes in the fair value recognized through net income. An entity's equity investments that are accounted for under the equity method of accounting or result in consolidation of an investee are not included within the scope of this Update. This ASU will be effective for our reporting periods beginning after December 15, 2017, with early adoption is permitted. We believe this standard's impact on CH2M will be limited to equity

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securities currently accounted for under the cost method of accounting, which as of December 25, 2015 are valued at \$3.5 million within investments in unconsolidated affiliates on the consolidated balance sheet. We do not expect the adoption of this standard to have a material impact on our consolidated statement of operations.

In November 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. The ASU simplifies the presentation of deferred income taxes by requiring that deferred tax liabilities and assets are classified as noncurrent in a classified statement of financial position. This simplification does not affect the current requirement that deferred tax liabilities and assets of a tax-paying component of an entity be offset and presented as a single amount. This ASU will be effective for our reporting periods beginning after December 15, 2017, with early adoption is permitted. As of December 25, 2015, we have a current deferred tax asset of \$8.7 million reflected on our consolidated balance sheet.

In August 2014, the FASB issued ASU 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*. The ASU requires that management evaluate for each annual and interim reporting period whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date the financial statements are issued. If there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern, additional disclosures are required, even if the substantial doubt is alleviated as a result of consideration of management's plans. This ASU is effective for our reporting periods beginning on January 1, 2017, and early adoption is permitted. We do not expect the adoption of this standard to have a material impact on our consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. This ASU is a comprehensive new revenue recognition model that is based on the principle that an entity should recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. The ASU also requires additional quantitative and qualitative disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. This ASU is effective for our reporting periods beginning on January 1, 2017. Companies may use either a full retrospective or a modified retrospective approach to adopt this ASU. CH2M is currently evaluating the impact of this ASU and the transition alternatives on its financial position and results of operations.

(2) Changes in Project-Related Estimates

In 2014, we experienced cost growth on a Transportation fixed-price contract to design and construct roadway improvements on an expressway in the southwestern United States. The effect of these changes in estimates resulted in a charge to operations totaling \$38.7 million for the year ended December 31, 2014, which included both the reversal of previously recognized profits as well as the recording of the estimated total loss on the project at completion. In 2015, additional increases to the cost estimates were identified primarily caused by design delays for a water main relocation, the discovery of extremely hard and abrasive rock during construction, differing site conditions, unidentified and mislocated utilities, client requested changes, labor supply challenges in the Central Texas construction market, lower than expected labor productivity, and severe adverse weather delays. These unforeseen and unexpected changes resulted in the recording of additional project losses of \$93.6 million in the year ended December 25, 2015. On December 17, 2015, our client claimed we were in default of our obligations under the design-build contract and issued a letter of default that triggered a cure period under the contract. On February 9, 2016, within the cure period, CH2M and the client reached an agreement whereby, upon adherence to schedule metrics and revised completion dates, the client agreed to withdraw the notice of default. CH2M will seek resolution of outstanding claims through a contractual dispute resolution board ("DRB"), whereby each party will present its position and the DRB will render a finding regarding the merits of each claim. At this time it is not possible to estimate the recoveries that might be achieved through the DRB process. We may incur additional costs and losses if our cost estimation processes identify new costs not previously included in our total estimated loss or if our plans to meet our revised schedule are not achieved resulting in liquidated damages under our contract. These potential changes in estimates could be materially adverse to the Company's results of operations, cash flow or liquidity.

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Within our Power segment, we are involved in a fixed-price EPC project in Australia through a consolidated joint venture partnership with an Australian construction contractor to engineer, procure, construct and start-up a combined cycle power plant that will supply power to a large liquefied natural gas facility in Australia. As of December 25, 2015, the total contract value of the joint venture project was approximately \$525.0 million, and the project was approximately 65% complete, with engineering and procurement nearing completion and construction activities ongoing. Due to a variety of issues related to the joint venture scope of work identified, we recognized changes in estimated contract costs that resulted in a charge to operations of \$280.0 million during 2014, which represents the total expected loss of the joint venture project at completion. Our portion of the loss, which was recorded in 2014, totaled \$140.0 million. In the fourth quarter of 2015, management was able to reach an agreement with the client to settle certain claims to recover costs and extend the amount of time allowed to complete interim delivery milestones for the project. At that time, the total estimated costs to complete the project were reviewed by project team and increased to reflect the agreed upon schedule and deliverables of the job. These revisions to expected project costs largely offset the cost recoveries received from the settlement, and, as a result, no change to the loss provision was made in 2015. While management believes the current costs estimate to complete the project represents the best estimate at this time, there is a significant amount of work that still needs to be performed on the project before achieving substantial completion. Thus there can be no assurance that additional cost growth will not occur.

During 2014, we experienced significant cost growth on a fixed-price Power contract to design and construct a new power generation facility in the northeastern United States. These increases in costs resulted from multiple sources including a substantial decline in union labor productivity, poor subcontractor performance and the impacts of schedule delays caused by the above items and severe weather in the northeastern United States. The effect of these changes in estimates resulted in a charge to operations totaling \$64.4 million in the year ended December 31, 2014. There were no additional charges to operations in the year ended December 25, 2015 as the project achieved substantial completion in 2014.

All reserves for project related losses are included in other current liabilities and totaled \$152.6 million and \$222.4 million as of December 25, 2015 and December 31, 2014, respectively. Of the amount included in the December 25, 2015 balance, \$44.4 million relates to accrued project losses attributable to, and payable by, the noncontrolling joint venture partner.

(3) Preferred Stock Issuance

As of December 25, 2015, the Company had 50,000,000 shares of preferred stock, \$0.01 par value, authorized. On June 22, 2015, the Company designated 10,000,000 shares as Series A Preferred Stock with an original issue price of \$62.22 under the Certificate of Designation. On June 24, 2015, the Company entered into an Investor Rights Agreement ("Investor Rights Agreement") in connection with the sale and issuance of an aggregate of 3,214,400 shares of Series A Preferred Stock for an aggregate purchase price of \$200.0 million in a private placement to a subsidiary owned by investment funds affiliated with Apollo Global Management, LLC together with its subsidiaries, "Apollo". Total proceeds from the preferred stock offering were \$191.7 million, net of issuance costs of \$8.3 million. The sale occurred in connection with the Initial Closing ("Initial Closing") pursuant to the Subscription Agreement entered into by the Company and Apollo on May 27, 2015 ("Subscription Agreement"). Subject to the conditions within the Subscription Agreement, Apollo will purchase an additional 1,607,200 shares of Series A Preferred Stock for an aggregate purchase price of approximately \$100.0 million in a second closing which will occur on the one-year anniversary of the Initial Closing or upon the earlier election of the Company.

Dividends. Dividends on the Series A Preferred Stock are cumulative and accrue quarterly in arrears at the annual rate of 5.0% on the sum of the original issue price of \$62.22 per share plus all accumulated and unpaid accruing dividends, regardless of whether or not declared by the Board. After June 24, 2020 (the "Fifth Anniversary"), the rate at which dividends accrue may increase from 5.0% to 10.0% or 15.0% if there was a failure of the stockholders to approve certain other actions to facilitate an initial public offering as well as a failure to approve a sale of the Company.

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Dividends accruing on shares of Series A Preferred Stock prior to the Fifth Anniversary are not paid in cash or in kind but are added to the liquidation preference of the Series A Preferred Stock. After the Fifth Anniversary, dividends shall continue to accrue on shares of Series A Preferred Stock and will be payable in cash at the election of the Board. However, if after the Fifth Anniversary if there was a failure of the stockholders to approve certain other actions to facilitate an initial public offering as well as a failure to approve a sale of the Company, dividends accrued on shares of Series A Preferred Stock will be payable in cash or in kind at the election of the holders of a majority of the outstanding shares of Series A Preferred Stock. Additionally, if the Company declares certain dividends on the common stock, the Company is required to declare and pay a dividend on the outstanding shares of Series A Preferred Stock on a pro rata basis with the common stock, determined on an as-converted basis.

Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other transaction deemed a liquidation event pursuant to the Certificate of Designation for the Series A Preferred Stock (including a sale of the Company), each holder of outstanding shares of Series A Preferred Stock will be entitled to be paid out of the assets of the Company available for distribution to stockholders before any payment may be made to the holders of Common Stock. Each holder would receive an amount equal to the number of outstanding Series A Preferred Stock shares held multiplied by \$62.22 plus either accrued and unpaid dividends on such shares or, if the liquidation event occurs before the Fifth Anniversary, an amount equal to all dividends that would have been accrued during the period from the date of issuance through the Fifth Anniversary, and any other dividends declared on such shares. However, if the amount that the holders of Series A Preferred Stock would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock immediately prior to the liquidation event exceeded the amount discussed previously, the holders of Series A Preferred Stock will receive the greater amount.

Conversion. Each share of Series A Preferred Stock may be converted at any time at the option of the holder into a number of shares of Common Stock as is determined by dividing the original issue price of \$62.22 per share by the conversion price which is initially \$62.22. In the event that after the Fifth Anniversary Board of Directors recommends to the Company's stockholders a sale of the company, but the Company's stockholders do not approve the recommended sale, then the conversion price would be reduced to \$52.65. Additionally, if there was a failure of the stockholders to approve certain other actions to facilitate an initial public offering of the company's Common Stock as well as a failure to approve a sale of the Company recommended by the Board of Directors, then the conversion price would be \$47.86. The conversion price is also subject to adjustments on a broad-based, weighted-average basis upon the issuance of shares of common stock or certain equivalent securities at a price per share less than conversion price of \$62.22 or as then adjusted to date.

Mandatory conversion of the Series A Preferred Stock to Common Stock will occur immediately prior to the closing of any firm-commitment, underwritten public offering of the Company in which the aggregate proceeds to the Company exceed \$200.0 million, before deduction of underwriters' discounts and commissions, provided that the Common Stock is then listed on the New York Stock Exchange, its NYSE MKT or the Nasdaq Stock Market (or any successor exchange) and provided that the Company sells on a primary basis in such offering at least certain required amounts of shares. All outstanding Series A Preferred Stock, accrued and unpaid dividends accrued on such shares, or, in the event that the public offering occurs before the Fifth Anniversary, dividends that would have accrued during the period from the date of issuance through the Fifth Anniversary, as well as dividends declared and unpaid would be converted at the effective conversion price automatically. Or, all outstanding shares of Series A Preferred Stock, plus accrued and unpaid dividends, and dividends declared and unpaid will automatically be converted into shares of Common Stock upon written notice delivered to the Company by the holders of at least a majority of the then outstanding shares of Series A Preferred Stock.

Voting Rights. Each holder of outstanding shares of Series A Preferred Stock is entitled to vote with the holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Company. Each outstanding share of Series A Preferred Stock is entitled to a number of votes equal to the number of shares of Common Stock into which it is convertible. Additionally, pursuant to the Investor

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Rights Agreement, for so long as Apollo continues to hold a minimum required number of the shares of Series A Preferred Stock, Apollo also will have the right to designate two directors to the Board of Directors of the Company.

In addition, the Company may not take certain actions without first having obtained the affirmative vote or waiver of the holders of a majority of the outstanding shares of Series A Preferred Stock. These actions include, among other items, conducting certain liquidation events, entering into new lines of business, entering into agreements for certain acquisitions, joint ventures or investments involving amounts greater than \$100.0 million and entering into agreements for certain firm, fixed-price or lump-sum design-build or EPC contracts. In addition, among other things the Company is limited in certain additional amounts it may borrow, additional shares of certain securities that it may issue and the amounts of capital stock it can repurchase in excess of pre-approved amounts, in each case, without further approval from the holders of the Series A Preferred Stock.

Redemption. The Company may redeem all the shares of Series A Preferred Stock (and not fewer than all shares of Series A Preferred Stock) in one installment commencing at any time on or after June 24, 2018. The aggregate redemption price for the shares of Series A Preferred Stock will be equal to the greater of (i) certain guaranteed minimum prices of up to an aggregate of \$600.0 million, and (ii) the fair value of the shares, as determined by a third-party appraisal, plus accrued and unpaid dividends, and any other dividends declared and unpaid on such shares. The Series A Preferred Stock is not redeemable upon the election of the holders of Series A Preferred Stock.

(4) Variable Interest Entities and Equity Method Investments

We routinely enter into teaming arrangements, in the form of joint ventures, to perform projects for our clients. Such arrangements are customary in the engineering and construction industry and generally are project specific. The arrangements facilitate the completion of projects that are jointly contracted with our partners. These arrangements are formed to leverage the skills of the respective partners and include consulting, construction, design, design-build, program management and operations and maintenance contracts. The assets of a joint venture are restricted for use only for the particular joint venture and are not available for general operations of the Company. Our risk of loss on these arrangements is usually shared with our partners. The liability of each partner is usually joint and several, which means that each partner may become liable for the entire risk of loss on the project. Furthermore, on some of our projects, CH2M has granted guarantees which may encumber both our contracting subsidiary company and CH2M for the entire risk of loss on the project.

Our financial statements include the accounts of our joint ventures when the joint ventures are variable interest entities ("VIE") and we are the primary beneficiary or those joint ventures that are not VIEs yet we have a controlling interest. We perform a qualitative assessment to determine whether our company is the primary beneficiary once an entity is identified as a VIE. A qualitative assessment begins with an understanding of the nature of the risks associated with the entity as well as the nature of the entity's activities including terms of the contracts entered into by the entity, ownership interests issued by the entity and how they were marketed, and the parties involved in the design of the entity. All of the variable interests held by parties involved with the VIE are identified and a determination is made of which activities are most significant to the economic performance of the entity and which variable interest holder has the power to direct those activities. Most of the VIEs with which our Company is involved have relatively few variable interests and are primarily related to our equity investments, subordinated financial support, and subcontracting arrangements. We consolidate those VIEs in which we have both the power to direct the activities of the VIE that most significantly impact the VIEs economic performance and the obligation to absorb losses or the right to receive the benefits from the VIE that could potentially be significant to the VIE. As of December 25, 2015 and December 31, 2014, total assets of joint ventures that were consolidated were \$224.6 million and \$99.9 million, respectively, and liabilities were \$289.3 million and \$344.8 million, respectively. Gross revenue of joint ventures that were consolidated were \$533.0 million, \$365.9 million, and \$340.5 million for the years ended December 25, 2015, December 31, 2014 and December 31, 2013, respectively. These assets and liabilities consist almost entirely of working capital accounts associated with the

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performance of an Australian fixed-price Power project being executed with a consolidated joint venture and an Environment and Nuclear consolidated joint venture consulting project in Canada.

In determining whether we have a controlling interest in a joint venture that is not a VIE and the requirement to consolidate the accounts of the entity, we consider factors such as ownership interest, board representation, management representation, authority to make decisions, and contractual and substantive participating rights of the partnership/members.

We held investments in unconsolidated VIEs and equity method investments of \$84.3 million and \$94.3 million for the years ended December 25, 2015 and December 31, 2014, respectively. Our proportionate share of net income or loss is included as equity in earnings of joint ventures and affiliated companies in the consolidated statements of operations. In general, the equity investment in our unconsolidated affiliates is equal to our current equity investment plus our portion of the entities' undistributed earnings. We provide certain services, including engineering, construction management and computer and telecommunications support, to these unconsolidated entities. These services are billed to the joint ventures in accordance with the provisions of the agreements.

Summarized financial information for our unconsolidated VIEs and equity method investments as of and for the years ended is as follows:

(\$ in thousands)	December 25, 2015	December 31, 2014
Financial Position:		
Current assets	\$ 569,224	\$ 542,035
Noncurrent assets	22,333	102,771
Total assets	\$ 591,557	\$ 644,806
Current liabilities	\$ 383,887	\$ 405,604
Noncurrent liabilities	1,566	1,775
Partners'/Owners' equity	206,104	237,427
Total liabilities and equity	\$ 591,557	\$ 644,806
CH2M's share of equity	\$ 84,296	\$ 94,340

(\$ in thousands)	December 25, 2015	December 31, 2014	December 31, 2013
Results of Operations:			
Revenue	\$ 2,382,854	\$ 2,514,461	\$ 2,515,747
Direct costs	(2,177,271)	(2,297,607)	(2,305,945)
Gross margin	205,583	216,854	209,802
Selling, general and administrative expenses	(55,250)	(39,981)	(37,880)
Operating income	150,333	176,873	171,922
Other loss, net	(4,620)	(3,663)	(6,024)
Net income	\$ 145,713	\$ 173,210	\$ 165,898
CH2M's share of net income	\$ 46,765	\$ 54,918	\$ 54,010

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We have the following significant investments in unconsolidated VIEs and equity method investments companies as of December 25, 2015:

	% Ownership
Domestic:	
Americas Gateway Builders	40.0 %
CH2M/WG Idaho, LLC	50.5 %
Clark-Nexsen/CH2M HILL-Norfolk	50.0 %
Coastal Estuary Services LLC	49.9 %
Kaiser-Hill Company, LLC	50.0 %
National Security Technologies, LLC	10.0 %
Savannah River Remediation LLC	15.0 %
URS/CH2M OAK RIDGE LLC (UCOR)	45.0 %
Washington Closure LLC (River Corridor)	30.0 %
Foreign:	
A-One+	33.3 %
Broadlands Environmental Services	10.0 %
C2V+	50.0 %
Cavendish Dounreay Partnership LTD	30.0 %
CH2M HILL - MACE Joint Venture	51.0 %
CH2M Olayan	49.0 %
CH2M HILL BECA, Ltd.	50.0 %
CH2M HILL-KUNWON PMC	54.0 %
CHT JV	50.0 %
Consortio Integrador Rio de Janeiro	49.0 %
Consórcio Sondotécnica-Cobrape-CH2M	25.0 %
CPG Consultants- CH2M NIP JV	50.0 %
HWC Treatment Program Alliance Joint Venture	50.0 %
OMI Beca Ltd.	50.0 %
SMNM-VECO JV	50.0 %
Sydney Water Corporation-Odour Program Mgmt Alliance	50.0 %

(5) Property, Plant and Equipment

Property, plant and equipment consists of the following as of:

(\$ in thousands)	December 25,	December 31,
	2015	2014
Land	\$ 5,021	\$ 21,044
Buildings and land improvements	67,631	98,972
Furniture and fixtures	25,332	27,531
Computers and office equipment	158,399	158,022
Field equipment	138,721	140,542
Leasehold improvements	65,734	80,871
	<u>460,838</u>	<u>526,982</u>
Less: accumulated depreciation	(257,172)	(268,822)
Net property, plant and equipment	<u>\$ 203,666</u>	<u>\$ 258,160</u>

Depreciation expense is reflected in the consolidated statements of operations totaled \$47.3 million, \$43.1 million, and \$39.1 million for the years ended December 25, 2015, December 31, 2014 and December 31, 2013,

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respectively.

During the year ended December 25, 2015, we sold properties in the northwestern United States and in Canada, which had a combined net book value of \$15.2 million at the time of disposal. In addition, during the year ended December 25, 2015, we sold office buildings in our Europe region and in the northwestern United States with a combined net book value of \$18.7 million at the time of disposal. Both of these office buildings were subsequently leased back from the new owner under an operating lease arrangement.

(6) Receivables

Receivables are stated at net realizable values and consist of receivables billed to clients as well as receivables for which revenue has been earned but has not yet been billed. The U.S. federal government and agencies regulated by the U.S. federal government accounted for approximately 10% and 12% of our net receivables at December 25, 2015 and December 31, 2014, respectively. No other customer exceeded 10% of total receivables at December 25, 2015 or December 31, 2014.

The change in the allowance for uncollectible accounts consists of the following for the years ended:

(\$ in thousands)	December 25, 2015	December 31, 2014
Balance at beginning of year	\$ 8,360	\$ 8,417
Provision charged to expense	2,013	2,582
Accounts written off	(1,573)	(1,549)
Other	(1,368)	(1,090)
Balance at end of year	\$ 7,432	\$ 8,360

(7) Acquisitions

On April 4, 2014, we acquired certain agreed upon assets and liabilities of TERA Environmental Consultants ("TERA") for consideration of \$119.6 million. TERA was an employee-owned environmental consulting firm headquartered in Canada specializing in environmental assessment, planning, siting, permitting, licensing, and related services for the pipeline, electrical transmission, and oil and gas industries. TERA's operations are reported in the consolidated financial statements within the Environment and Nuclear business group and generated approximately \$ 69.2 million of revenue and \$ 9.2 million of operating income for the year ended December 25, 2015 and approximately \$ 84.6 million of revenue and \$ 10.6 million of operating income for the year ended December 31, 2014.

(8) Goodwill and Intangible Assets

Our annual goodwill impairment test is conducted as of the first day of the fourth quarter of each year. There were no triggering events during the year ended December 25, 2015 that would require us to initiate a goodwill impairment test at a date other than the annual impairment testing date. We identified nine reporting units relevant to our annual impairment review. In selecting these reporting units, we considered (i) whether an operating segment or a component of an operating segment is a business, (ii) whether discrete financial information is available, (iii) whether the financial information is regularly reviewed by management of the operating segment, and (iv) how the operations are managed or how an acquired entity is integrated in the business operations. Based upon this evaluation, we determined that we have the following reporting units:

- Environmental (Environment and Nuclear segment)
- Government Facilities and Infrastructure (Environment and Nuclear segment)
- Industrial and Advanced Technology (Industrial and Urban Environments segment)

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- Nuclear (Environment and Nuclear segment)
- Oil, Gas and Chemicals (Oil, Gas and Chemicals segment)
- Power EPC (Power segment)
- Transportation (Transportation segment)
- Urban Environments and Sports (Industrial and Urban Environments segment)
- Water (Water segment)

After completing step one of the annual impairment test, we determined that the carrying value of each reporting unit did not exceed its respective fair value; therefore, the second step of the impairment test was unnecessary. As a result, no impairment charge was recorded for the year ended December 25, 2015. No impairment of identifiable intangibles was incurred in the year ended December 25, 2015.

For the year ended December 31, 2014, we recorded a goodwill impairment charge of \$64.2 million, of which \$36.4 million related to our Power EPC reporting unit and \$27.8 million related to our Industrial and Advanced Technology and Urban Environments and Sports reporting units. Additionally, for the year ended December 31, 2014 we identified an impairment in our tradename intangibles of \$9.1 million related to our Power EPC reporting unit.

The following table presents the changes in goodwill by segment during the years ended December 25, 2015 and December 31, 2014:

	Environment and Nuclear	Industrial and Urban Environments	Oil, Gas and Chemicals	Transportation	Water	Power	Consolidated Total
(\$ in thousands)							
Balance as of December 31,							
2013	\$ 29,677	\$ 27,850	\$ 93,242	\$ 308,050	\$ 78,164	\$ 36,504	\$ 573,487
Foreign currency translation	(1,304)	(84)	-	(14,901)	(3,766)	(105)	(20,160)
Acquisitions	44,813	-	-	-	-	-	44,813
Impairment charge	-	(27,766)	-	-	-	(36,399)	(64,165)
Balance as of December 31,							
2014	\$ 73,186	\$ -	\$ 93,242	\$ 293,149	\$ 74,398	\$ -	\$ 533,975
Foreign currency translation	(8,422)	-	-	(11,629)	(2,939)	-	(22,990)
Balance as of December 25,							
2015	\$ 64,764	\$ -	\$ 93,242	\$ 281,520	\$ 71,459	\$ -	\$ 510,985

The following table presents the changes in intangible assets by segment for the years ended December 25, 2015 and December 31, 2014:

	Environment and Nuclear	Industrial and Urban Environments	Oil, Gas and Chemicals	Transportation	Water	Power	Consolidated Total
(\$ in thousands)							
Balance as of December 31,							
2013	\$ 4,974	\$ 6,539	\$ 7,853	\$ 54,332	\$ 14,172	\$ 8,788	\$ 96,658
Acquisitions	55,410	-	-	-	-	-	55,410
Amortization	(15,265)	(2,430)	(6,712)	(17,100)	(4,759)	-	(46,266)
Impairment charge	-	-	-	-	-	(9,147)	(9,147)
Foreign currency translation	(2,766)	(1,925)	(1,141)	1,068	(871)	359	(5,276)
Balance as of December 31,							
2014	\$ 42,353	\$ 2,184	\$ -	\$ 38,300	\$ 8,542	\$ -	\$ 91,379
Amortization	(6,383)	(855)	-	(14,492)	(3,345)	-	(25,075)
Foreign currency translation	(5,874)	(70)	-	(1,077)	(272)	-	(7,293)
Balance as of December 25,							
2015	\$ 30,096	\$ 1,259	\$ -	\$ 22,731	\$ 4,925	\$ -	\$ 59,011

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Intangible assets with finite lives consist of the following:

(\$ in thousands)	Accumulated		Net finite - lived intangible assets
	Cost	Amortization	
December 25, 2015			
Contracted backlog	\$ 86,806	\$ (86,806)	\$ —
Customer relationships	187,580	(128,655)	58,925
Tradename	4,499	(4,413)	86
Total finite - lived intangible assets	\$ 278,885	\$ (219,874)	\$ 59,011
December 31, 2014			
Contracted backlog	\$ 89,313	\$ (84,349)	\$ 4,964
Customer relationships	197,910	(111,970)	85,940
Tradename	4,791	(4,316)	475
Total finite - lived intangible assets	\$ 292,014	\$ (200,635)	\$ 91,379

All intangible assets are being amortized over their expected lives of between two and ten years. Amortization expense reflected in the consolidated statements of operations totaled \$25.1 million, \$46.2 million and \$35.4 million for the years ended December 25, 2015, December 31, 2014 and December 31, 2013, respectively. Our intangible assets are expected to be fully amortized in 2024.

At December 25, 2015, the future estimated amortization expense related to these intangible assets is (in thousands):

Year Ending:	
2016	\$ 19,142
2017	17,809
2018	4,117
2019	3,384
2020	3,384
Thereafter	11,175
	\$ 59,011

(9) Fair Value of Financial Instruments

Cash and cash equivalents, client accounts receivable, unbilled revenue, accounts payable and accrued subcontractor costs and billings in excess of revenue are carried at cost, which approximates fair value due to their short maturities. Fair value of long-term debt, including the current portion, is estimated based on Level 2 inputs, except the amount outstanding on the revolving credit facility for which the carrying value approximates fair value. Fair value is determined by discounting future cash flows using interest rates available for issues with similar terms and average maturities. The estimated fair values of our financial instruments where carrying values do not approximate fair value are as follows for the years ended December 25, 2015 and December 31, 2014:

(\$ in thousands)	2015		2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Mortgage notes payable	\$ —	\$ —	\$ 8,682	\$ 7,925
Equipment financing	8,594	8,056	11,392	10,747

We primarily enter into derivative financial instruments to mitigate exposures to changing foreign currency exchange rates. These currency derivative instruments are carried on the balance sheet at fair value and are typically based upon Level 2 inputs including third party quotes. At December 25, 2015 and December 31, 2014, we had forward foreign exchange contracts on world currencies with varying durations, none of which extend beyond one and five years,

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respectively. We had an insignificant amount of derivative assets and liabilities as of December 25, 2015 and December 31, 2014, respectively. For the years ended December 25, 2015 and December 31, 2014, the changes in derivative fair values recorded in selling, general and administrative expense on the consolidated statements of operations resulted in realized and unrealized losses of \$ 8.1 million and realized and unrealized gains of \$2.9 million, respectively. For the year ended December 31, 2013, the periodic changes in the fair value of derivatives were insignificant.

(10) Revolving Credit Facility and Long -Term Debt

On March 30, 2015, we entered into the Second Amendment to our Amended and Restated Credit Agreement ("Amended Credit Agreement"). The Amended Credit Agreement provides for an unsecured revolving credit facility of \$1.1 billion (the "Credit Facility"), which matures on March 28, 2019 and retroactively amended the maximum consolidated leverage ratio effective January 1, 2015. Under the terms of the Amended Credit Agreement, we may be able to invite existing and new lenders to increase the amount available to be borrowed under the agreement by up to \$350.0 million. The Amended Credit Agreement has a subfacility for the issuance of standby letters of credit in a face amount up to \$750.0 million and a subfacility up to \$300.0 million for multicurrency borrowings.

Certain terms and conditions of our Amended Credit Agreement as of December 25, 2015 are as follows:

- The definition of consolidated adjusted EBITDA allows the add back of cash restructuring charges in 2015 of up to \$40.0 million plus a carryover of \$9.6 million for cash restructuring charges incurred in year 2014;
- The maximum consolidated leverage ratio is 3.25x for 2015 and 3.00x for 2016 and beyond;
- Certain repurchases by CH2M of its common stock and preferred stock and payment of common stock dividends are limited to \$120.0 million in 2015. For 2016 and beyond, there is no limit on repurchases of common stock offered for sale on the internal market, and there is a \$100.0 million limit for other repurchases of common stock, redemption of preferred stock and common dividends, subject to pro forma leverage of 2.75x;
- Up to 50% of the proceeds from asset sales to be utilized to repurchase common or preferred stock, subject to pro forma financial covenant compliance.

The Amended Credit Agreement contains customary representations and warranties and conditions to borrowing including customary affirmative and negative covenants, which include covenants that limit or restrict our ability to incur indebtedness and other obligations, grant liens to secure their obligations, make investments, merge or consolidate, and dispose of assets outside the ordinary course of business, in each case subject to customary exceptions for credit facilities of this size and type. As of December 25, 2015, we were in compliance with the covenants required by the Amended Credit Agreement.

There were \$292.8 million and \$492.6 million in borrowings outstanding on the Credit Facility for the years ended December 25, 2015 and December 31, 2014, respectively. The average rate of interest charged on that balance was 1.57% as of December 25, 2015. The company-wide issued and outstanding letters of credit and bank guarantee facilities were \$145.5 million and \$199.3 million for the years ended December 25, 2015 and December 31, 2014, respectively. The remaining unused borrowing capacity under the Credit Facility was approximately \$530.0 million as of December 25, 2015.

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Our nonrecourse and other long -term debt consist of the following for the years ended:

(S in thousands)	December 25,	December 31,
	2015	2014
Revolving credit facility, average rate of interest of 1.57%	\$ 292,783	\$ 492,551
Mortgage notes payable in monthly installments secured by real estate, rent and leases. These notes bore interest ranging from 5.35% and 6.59% and were fully repaid in 2015	—	8,682
Equipment financing, due in monthly installments to September 2021, secured by equipment. These notes bear interest ranging from 0.22% to 3.29%	8,594	11,392
Other notes payable	285	424
Total debt	\$ 301,662	\$ 513,049
Less: current portion of debt	2,069	5,028
Total long-term portion of debt	\$ 299,593	\$ 508,021

At December 25, 2015, future principal payments on long -term debt are as follows (in thousands):

Year Ending:	
2016	\$ 2,069
2017	1,861
2018	1,885
2019	294,162
2020	1,219
Thereafter	466
	\$ 301,662

(11) Operating Lease Obligations

We have entered into certain noncancellable leases, which are being accounted for as operating leases. At December 25, 2015, future minimum lease payments, without consideration of sublease income, are as follows (in thousands):

Year Ending:	
2016	\$ 94,931
2017	82,974
2018	72,234
2019	59,885
2020	46,700
Thereafter	253,946
	\$ 610,670

Rental expense charged to operations, net of sublease income, was \$118.1 million, \$121.1 million, and \$121.2 million during the years ended December 25, 2015, December 31, 2014 and December 31, 2013, respectively, including amortization of a deferred gain of \$3.9 million, which was primarily related to the sale -le aseback of our corporate offices. Certain of our operating leases contain provisions for a specific rent -free period and escalation clauses. We accrue rental expense during the rent -free period based on total expected rent payments to be made over the life of the related lease.

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(12) Income Taxes

Income before provision for income taxes for the years ended December 25, 2015, December 31, 2014 and December 31, 2013 consists of the following:

(\$ in thousands)	2015	2014	2013
U.S. (loss) income	\$ 79,058	\$ (161,951)	\$ 129,049
Foreign income	29,729	(56,792)	39,993
Income before taxes	\$ 108,787	\$ (218,743)	\$ 169,042

The provision for income taxes for the years ended December 25, 2015, December 31, 2014 and December 31, 2013 consists of the following:

(\$ in thousands)	2015	2014	2013
Current income tax expense:			
Federal	\$ 5,138	\$ 17,660	\$ (3,601)
Foreign	15,356	14,318	22,475
State and local	8,076	(1,801)	(2,656)
Total current income tax expense	28,570	30,177	16,218
Deferred income tax expense/(benefit):			
Federal	7,864	(52,852)	29,991
Foreign	(7,138)	(10,271)	(2,837)
State	(912)	(4,260)	7,336
Total deferred income tax benefit	(186)	(67,383)	34,490
Total income tax expense	\$ 28,384	\$ (37,206)	\$ 50,708

The reconciliations of income tax computed at the U.S. federal statutory tax rate to our effective income tax rate for the years ended December 25, 2015, December 31, 2014 and December 31, 2013 are as follows:

(\$ in thousands)	2015	2014	2013
Pretax income	\$ 108,787	\$ (218,743)	\$ 169,042
Federal statutory rate	35%	35%	35%
Expected tax expense	38,075	(76,560)	59,165
Reconciling items:			
State income taxes, net of federal benefit	5,000	(11,498)	8,076
Compensation	—	—	—
Non-deductible goodwill impairment	—	8,881	—
Section 199- domestic manufacturer deduction	—	—	(3,591)
Non-taxable reversal of purchase accounting accrual	—	(5,459)	—
Tax effect of noncontrolling interests	(3,205)	(1,557)	(3,488)
Permanent expenses	27,138	16,221	38,999
Foreign tax rate differential	(10,636)	10,765	(12,554)
Tax credits	(8,281)	(19,278)	(36,948)
Change in valuation allowance	3,146	35,993	(1,127)
Change in uncertain tax positions	(23,434)	16,550	—
Other	581	(11,264)	2,176
(Benefit) provision for income taxes	\$ 28,384	\$ (37,206)	\$ 50,708

The effective tax rate for the year ended December 25, 2015 was 26.1% compared to benefit of 17.0% for the same period in the prior year. The effective tax rate in 2015 is lower than the expected statutory rate due to the impacts

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from the settlements of various income examinations including accrued interest, offset by an increase in valuation allowance on deferred tax assets and revaluation of deferred tax assets as a result of a decrease in our effective state rate. In 2015, the Company recognized a \$6.5 million benefit from the settlement of federal income tax examinations for the years 2011-2012 and state of California income tax examinations for the years 2007-2011. These benefits were partially offset by the reduction in our US statutory state tax rate which reduced our beginning of year deferred tax asset balance resulting in an impact of \$5.7 million. Our effective tax rate continues to be negatively impacted by the effects of state income taxes, non-deductible foreign net operating losses, the disallowed portion of executive compensation and the disallowed portions of meals and entertainment expenses.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 25, 2015 and December 31, 2014 are as follows:

(\$ in thousands)	2015	2014
Deferred tax assets:		
Net foreign operating loss carryforwards	\$ 121,599	\$ 167,061
Deferred gain, insurance and other	62,684	90,146
Credit carryovers	71,458	53,225
Accrued employee benefits	239,677	260,026
Total deferred tax assets	495,418	570,458
Valuation allowance	(210,391)	(269,176)
Net deferred tax assets	285,027	301,282
Deferred tax liabilities:		
Investments in affiliates	(6,882)	(14,318)
Depreciation and amortization	(22,760)	(30,941)
Net deferred tax liabilities	(29,642)	(45,259)
Net deferred tax assets	\$ 255,385	\$ 256,023

A valuation allowance is required to be established for those deferred tax assets where it is more likely than not that they will not be realized. The above valuation allowances relate primarily to operating loss carryforwards from foreign operations, foreign tax credit, and employee benefits of \$112.1 million and \$485.6 million for the years ended December 25, 2015 and December 31, 2014, respectively. The foreign net operating losses can be carried forward for varying terms depending on the foreign jurisdiction between three years and an unlimited carry forward period. There is \$69.0 million of foreign tax credit available for carryforward through the years 2019-2025.

Undistributed earnings of our foreign subsidiaries amounted to approximately \$341.8 million at December 25, 2015. These earnings are considered to be permanently reinvested. Accordingly, no provision for U.S. federal and state income taxes or foreign withholding taxes has been made. Determining the tax liability that would arise if these earnings were repatriated is not practical. At December 25, 2015, CH2M has recognized a deferred tax liability of \$2.9 million related to foreign subsidiaries where no permanent reinvestment assertion exists. This amount is included in Investments in affiliates. Cash held in international accounts at December 25, 2015 and December 31, 2014 was \$152.0 million and \$99.2 million, respectively.

The tax cost from stock-based compensation awards for the year ended December 25, 2015 was \$7.0 million, and the tax benefit from stock-based compensation awards for the years ended December 31, 2014 and December 31, 2013 was \$7.6 million, and \$6.1 million, respectively. These amounts are reflected as additional paid-in capital in the consolidated statements of stockholders' equity and comprehensive income and are reported as financing activities in the consolidated statements of cash flows.

As of December 25, 2015 and December 31, 2014, we had \$38.5 million and \$34.2 million, respectively, recorded as a liability for uncertain tax positions and accrued interest. We recognize interest and penalties related to

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uncertain tax positions in income tax expense. As of December 25, 2015 and December 31, 2014, we had approximately \$3.0 million and \$7.0 million, respectively, of accrued interest and penalties related to uncertain tax positions.

A reconciliation of the beginning and ending amount of uncertain tax positions as of December 25, 2015 and December 31, 2014 is as follows (in thousands):

Balance at December 31, 2013	\$ 32,803
Additions for current year tax positions	20,264
Additions for prior year tax positions	3,701
Reductions for prior year tax positions	(2,296)
Reductions as a result of settlement with tax authority	(5,157)
Reductions as a result of lapse of applicable statute of expirations	(754)
Balance at December 31, 2014	<u>\$ 48,561</u>
Additions for current year tax positions	30,363
Additions for prior year tax positions	2,797
Reductions for prior year tax positions	(1,131)
Reductions as a result of settlement with tax authority	(19,862)
Reductions as a result of lapse of applicable statute of expirations	(1,486)
Balance at December 25, 2015	<u>\$ 59,242</u>

If recognized, the \$59.2 million in uncertain tax positions would affect the effective tax rate. We do not anticipate any significant changes to the uncertain tax positions in the next twelve months.

We file income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. In the normal course of business, we are subject to examination by taxing authorities throughout the world, including such major jurisdictions as the U.S., Canada, and the United Kingdom. With few exceptions, we are no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations by tax authorities in major tax jurisdictions for years before 2009.

(13) Earnings Per Share

Basic earnings per share ("EPS") is calculated using the weighted-average number of common shares outstanding during the period and income available to common stockholders, which is calculated by deducting the dividends accumulated for the period on cumulative preferred stock (whether or not earned) and income allocated to preferred stockholders as calculated under the two-class method. The Company considers all series of the convertible preferred stock to be participating securities as the holders of the preferred stock are entitled contractually to receive a cumulative dividend. Diluted EPS is computed by giving effect to all potential shares of common stock including common stock issuable upon conversion of the convertible preferred stock, the related convertible dividends for the aggregate five year contractual obligation, and stock options. The denominator is calculated by using the weighted-average number of common shares and common stock equivalents outstanding during the period, assuming conversion at the beginning of the period or at the time of issuance if later. If outstanding preferred shares and dividends which would be earned upon conversion were converted as of December 25, 2015, the result would be equivalent to 3,296,168 common shares. Common stock equivalents are only included in the diluted EPS calculation when their effect is dilutive.

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Reconciliations of basic and diluted EPS for the years ended are as follows:

	December 25, 2015	December 31, 2014	December 31, 2013
Numerator - basic and diluted:			
Net income (loss)	\$ 92,117	\$ (318,602)	\$ 131,152
Less: (income) loss attributable to noncontrolling interests	(11,714)	137,065	(12,818)
Net income (loss) attributable to CH2M	80,403	(181,537)	118,334
Less: income allocated to preferred stockholders	4,279	—	—
Less: accrued dividends attributable to preferred stockholders	5,088	—	—
Income available to common stockholders - basic and diluted	\$ 71,036	\$ (181,537)	\$ 118,334
Denominators:			
Weighted-average common shares outstanding - basic	27,119	28,257	29,612
Dilutive effect of common stock equivalents	62	—	278
Diluted adjusted weighted-average common shares outstanding, assuming conversion of common stock equivalents	27,181	28,257	29,890
Basic net income per common share	\$ 2.62	\$ (6.42)	\$ 4.00
Diluted net income per common share	\$ 2.61	\$ (6.42)	\$ 3.96

For the years ended December 25, 2015 and December 31, 2014, options to purchase 0.1 million and 2.0 million shares of common stock, respectively, were excluded from the dilutive EPS calculation because including them would have been antidilutive. For the year ended December 25, 2015, 3.3 million shares of preferred stock and accumulated preferred stock dividends were excluded from the dilutive EPS calculation because including them would have been antidilutive.

(14) Restructuring and Related Charges

In September 2014, we commenced certain restructuring activities in order to achieve important business objectives, including reducing overhead costs, enhancing client service, improving efficiency, and reducing risk. These restructuring activities include such items as a voluntary retirement program, workforce reductions, facilities consolidations and closures, and evaluation of certain lines of business.

For the years ended December 25, 2015 and December 31, 2014, we incurred \$60.6 million and \$70.4 million, respectively, of costs for these restructuring activities which have been included in selling, general and administration expense on the consolidated statements of operations. Overall, as of December 25, 2015, we have incurred aggregated costs of \$131.0 million for restructuring activities. We do not expect to incur additional restructuring costs in 2016.

The following table summarizes the restructuring charges during the year ended December 25, 2015:

(\$ in thousands)	Employee Severance and Termination			
	Benefits	Facilities Cost	Other	Total
Balance at December 31, 2014	\$ 1,060	\$ 15,000	\$ 420	\$ 16,480
Provision	27,796	18,862	13,982	60,640
Cash payments	(20,853)	(8,443)	(13,432)	(42,728)
Non-cash settlements	—	(2,036)	—	(2,036)
Balance at December 25, 2015	\$ 8,003	\$ 23,383	\$ 970	\$ 32,356

The accruals for employee severance and termination benefits and other restructuring activities will be paid in

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2016. The accruals for facilities costs will be paid over the remaining term of the leases which we have exited and therefore will extend through 2028 .

(15) Employee Benefit Plans

Deferred Compensation Plans

Our CH2M Supplemental Executive Retirement and Retention Plan ("SERRP") has the primary purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA"). Under this plan, each participant's account consists of various contributions made to the account by the Company on behalf of the participant. The plan can be used to provide additional retirement benefits for certain of our senior executives at the Company's discretion. For the year ended December 25, 2015, compensation expense related to the SERRP decreased by \$ 4.0 million as a result of a decline in the return on the participants' investment options. For the years ended December 31, 2014 and December 31, 2013 , compensation expense was zero and \$1.5 million, respectively.

In addition to the SERRP, we have a nonqualified deferred compensation plan that provides benefits payable to officers and certain highly compensated employees at specified future dates, or upon retirement, disability or death ("Deferred Compensation Plan"). The Deferred Compensation Plan allows eligible participants to defer up to a certain amount of base compensation and incentive compensation received, in cash or common stock. It also allows a more select group of eligible participants, whose 401(k) Plan contributions are limited by the ERISA, to defer additional base compensation to which we may make a matching contribution. The plan is also used to provide additional retirement benefits for certain of our senior executives at levels to be determined from time -to -time by the Compensation Committee of the Board of Directors. The Deferred Compensation Plan was amended and restated effective November 13, 2014 to, in general, to adjust the claims procedure and tax withholding processes.

The Deferred Compensation Plan and SERRP are unfunded; therefore, benefits are paid from the general assets of the Company. The participant's cash deferrals earn a return based on the participant's selection of investments in several hypothetical investment options. All deferrals of common stock must remain invested in common stock and are distributed in common stock. As of December 25, 2015 and December 31, 2014, amounts due under the deferred compensation plans were \$78.4 million and \$94.4 million, respectively.

Compensation expense for the Deferred Compensation Plan and SERRP was \$ 0.5 million, \$0.3 million and \$1.4 million for the years ended December 25, 2015, December 31, 2014, and December 31, 2013, respectively.

Stock Option Plans

In 2009, the Board of Directors and stockholders approved the CH2M HILL Companies, Ltd. 2009 Stock Option Plan ("2009 Stock Option Plan") which reserved 3,000,000 shares of our common stock for issuance upon exercise of stock options granted. Effective May 7, 2012, the 2009 Stock Option Plan was amended and restated to increase the number of reserved shares to 5,500,000 . All options outstanding under the previously cancelled plans ("1999 and 2004 Stock Option Plans"), that expired or for any other reason cease to be exercisable, were rolled into the 2009 Stock Option Plan and are available for grant in addition to the 5,500,000 options reserved.

Stock options are granted at an exercise price equal to the fair market value of our common stock at the date of grant. Stock options granted generally become exercisable 25% , 25% and 50% after one, two and three years, respectively, and have a term of five years from the date of grant. The following table summarizes the activity relating to the 2009 Stock Option Plan during 2015:

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Stock Options:	Number of Shares	Weighted Average Exercise Price
Outstanding at December 31, 2014	2,199,068	\$ 50.61
Granted	602,074	\$ 50.91
Exercised	(276,589)	\$ 46.03
Forfeited	(136,174)	\$ 58.41
Expired	(183,133)	\$ 49.28
Outstanding at December 25, 2015	2,205,246	\$ 55.92
Exercisable at December 25, 2015	1,046,118	\$ 55.00
Available for future grants	2,308,247	

The following table summarizes stock options outstanding and stock options vested and exercisable as of December 25, 2015 and December 31, 2014:

Stock options outstanding:	2015	2014
Aggregate intrinsic value (thousands)	26,462	929
Weighted average contractual term (years)	2.6	2.7
Stock options vested and exercisable:		
Aggregate intrinsic value (thousands)	13,486	929
Weighted average contractual term (years)	1.4	1.5

We received \$1.8 million, \$ 5.0 million, and \$4.8 million from options exercised during the years ended December 25, 2015, December 31, 2014 and December 31, 2013, respectively. Our stock option plan also allows participants to satisfy the exercise price and participant tax withholding obligation by tendering shares of company stock that have been owned by the participants for at least six months. The intrinsic value associated with exercises was \$2.1 million, \$9.9 million, and \$12.2 million during the years ended December 25, 2015, December 31, 2014 and December 31, 2013, respectively.

We measure the fair value of each stock option grant at the date of grant using a Black -Scholes option pricing model. The weighted average grant date fair value of options granted during the years ended December 25, 2015 and December 31, 2014 was \$8.40 and \$7.72, respectively. The following assumptions were used in determining the fair value of options granted during 2015 and 2014:

	2015	2014
Risk-free interest rate	1.36 %	1.29 %
Expected dividend yield	— %	— %
Expected option life	4.2 Years	4.2 Years
Expected stock price volatility	17.3 %	11.5 %

We estimate the expected term of options granted based on historical experience of employee exercise behavior. We estimate the volatility of our common stock by using the weighted -average of historical volatility over the same period as the option term. We use the Treasury Yield Curve rates for the risk -free interest rate in the option valuation model with maturities similar to the expected term of the options. We do not anticipate paying any cash dividends on our common stock in the foreseeable future and therefore use an expected dividend yield of zero in the option valuation model. We are required to estimate forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. We use historical data to estimate pre -vesting option forfeitures and record stock - based compensation expense only for those awards that are expected to vest. All stock -based payment awards are amortized on a straight -line basis over the requisite service periods of the awards.

The total compensation expense recognized for stock options granted for the years ended December 25, 2015, December 31, 2014 and December 31, 2013 was \$3.7 million, \$3.5 million, and \$3.71 million, respectively. The

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remaining unrecognized compensation expense related to nonvested awards as of December 25, 2015 is \$5.7 million. We expect to recognize this compensation expense over the weighted average remaining recognition period of 1.7 years, subject to forfeitures that may occur during that period.

Payroll Deduction Stock Purchase Plan

Our Payroll Deduction Stock Purchase Plan (“PDSPP”) provides for the purchase of common stock at 90% of the market value as of the date of purchase through payroll deductions by participating employees. Eligible employees may purchase common stock totaling up to 15% of an employee’s compensation through payroll deductions. An employee cannot purchase more than \$25,000 of common stock under the PDSPP in any calendar year. The PDSPP is intended to qualify under Section 423 of the Internal Revenue Code (“IRC”). The PDSPP is not intended to qualify under Section 401(a) of the IRC and is not subject to ERISA. The PDSPP is non-compensatory since the plan is available to all eligible stockholders and incorporates no option features such as a look-back period. Accordingly, no compensation expense is recognized in the financial statements for the PDSPP. During the years ended December 25, 2015, and December 31, 2014 and December 31, 2013, a total of 297,390 shares, 415,557 shares, and 464,514 shares, respectively, were issued under the PDSPP, for total proceeds of \$14.7 million, \$22.4 million, and \$24.8 million, respectively.

Phantom Stock Plan

Our Phantom Stock Plan provides eligible individuals with added incentives to continue in the long-term service of our company. Eligible individuals are generally individuals who are not residents of the U.S. Phantom stock grants are 100% vested on the grant date and may be redeemed after six months from the grant date. The value of phantom stock is equal to the market value of our common stock. All amounts granted under the Phantom Stock Plan are payable in cash only. Compensation expense under this plan is based on the value of the units on the date of grant.

During the year ended December 25, 2015 a total of 1,112 units were granted under the Phantom Stock Plan. No units were granted under the Phantom Stock Plan during the years ended December 31, 2014 and December 31, 2013. The average fair value of the units granted under the Phantom Stock Plan during 2015 was \$57.20. Compensation expense related to the Phantom Stock Plan was \$0.4 million for the year ended December 25, 2015 and zero for each year ended December 31, 2014, and December 31, 2013.

The following table summarizes the activity relating to the Phantom Stock Plan during 2015:

	Number of Units
Balance at December 31, 2014	17,327
Granted	1,112
Exercised	(338)
Forfeited	(593)
Balance at December 25, 2015	17,508

Stock Appreciation Rights Plan

In February 1999, we established the Stock Appreciation Rights (“SARs”) Plan. Eligible individuals are generally individuals who are not residents of the U.S. SARs are granted at an exercise price equal to the market value of our common stock and generally become exercisable 25%, 25% and 50% after one, two and three years, respectively, and have a term of five years from the date of the grant. All amounts granted under the SARs Plan are payable in cash only. Compensation expense under this plan is based on the vesting provisions and the market value of our common stock.

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Compensation expense related to the SARs Plan during 2015, 2014, and 2013 was \$ 0.3 million, zero , and \$0.2 million, respectively.

The following table summarizes the activity relating to the SARs Plan during 2015:

	Number of Rights	Weighted Average Exercise Price
Balance at December 31, 2014	29,506	\$ 58.01
Granted	10,105	\$ 51.14
Exercised	(1,990)	\$ 47.07
Forfeited	(2,705)	\$ 60.70
Balance at December 25, 2015	<u>34,916</u>	<u>\$ 56.36</u>

Long Term Incentive Plan

The Long Term Incentive Plan ("LTIP") rewards certain executives and senior leaders for the creation of value in the organization through the achievement of specific long -term (three year) goals of earnings growth and strategic initiatives. At the end of each fiscal year, the incentive plans for the year are approved by the board to be paid out in the year subsequent to this approval . Therefore, any stock issuances approved in the current year are awarded in the subsequent year . The Compensation Committee of the Board annually reviews and endorses participation in the LTIP and new programs are established each year. During the years ended December 25, 2015, December 31, 2014 and December 31, 2013, a total of zero shares, 66,528 shares, and 235,590 shares, respectively, were issued under the LTIP at a fair value of \$0.00 , \$69.43 , and \$57.22 per share, respectively. Compensation expense for common stock awards under the LTIP amounted to \$6.9 million, and \$4.1 million for the years ended December 25, 2015 and December 31, 2013, respectively. For the year ended December 31, 2014, compensation expense for common stock under the LTIP plan was reduced by \$6.4 million as a result of underperformance to the stated three-year program goals.

Restricted Stock Plan

Our Restricted Stock Plan provides eligible individuals with added incentives to continue in the long -term service of our company. The awards are made for no consideration, vest over various periods, and may include performance requirements, but are considered outstanding at the time of grant. During the years ended December 25, 2015, and December 31, 2014 and December 31, 2013, a total of 49,902 shares, 268,291 shares, and 122,009 shares, respectively, were granted under the Restricted Stock Plan.

We recognize compensation costs, net of forfeitures, over the vesting term based on the fair value of the restricted stock at the date of grant. The amount of compensation expense recognized under the Restricted Stock Plan was zero, zero , and \$4.2 million for the years ended December 25, 2015, and December 31, 2014 and December 31, 2013, respectively. As of December 25, 2015, there was \$3.1 million of unrecognized compensation expense related to non -vested restricted stock grants. The expense is expected to be recognized over a weighted average period of 0.9 years .

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The following table summarizes the activity relating to the Restricted Stock Policy and Administration Plan during 2015:

	Non-vested Shares	Weighted Average Grant Date Fair Value
Balance at December 31, 2014	347,765	\$ 61.58
Granted	49,902	\$ 51.54
Vested	(53,681)	\$ 61.13
Cancelled	(50,151)	\$ 54.64
Balance at December 25, 2015	293,835	\$ 61.14

The weighted -average fair values of the shares granted under the Restricted Stock Plan during 2015, 2014 and 2013 were \$51.54 , \$64.92 , and \$59.23 , respectively.

(16) Employee Retirement Plans

Retirement and Tax -Deferred Savings Plan

The Retirement and Tax -Deferred Savings Plan is a retirement plan that includes a cash deferral arrangement that is intended to qualify under Sections 401(a) and 401(k) of the Internal Revenue Code and provides benefits to eligible employees upon retirement . In September 2012, our Board of Directors approved the CH2M HILL Companies, Ltd. Amended and Restated 401(k) Plan which became effective January 1, 2013 (“401(k) Plan ”). Effective January 1, 2015, the 401(k) Plan allows for matching contributions up to 50% of the first 6% of elective deferrals made each quarter up to a maximum of 3% of the employee’s quarterly base compensation, although specific subsidiaries may have different limits on employer matching. The matching contributions can be made in both cash and/or stock. Expenses related to matching contributions made in common stock for the 401(k) Plan were \$21.4 million , \$48.5 million, and \$36.5 million for the years ended December 25, 2015, December 31, 2014, and December 31, 2013, respectively.

Defined Benefit Plans

We sponsor several defined benefit pension plans primarily in the United States and the United Kingdom.

In the U.S., we have three noncontributory defined benefit pension plans. Plan benefits in two of the plans are frozen while one plan remains active. Benefits are generally based on years of service and compensation during the span of employment.

In the U.K., we assumed several defined benefit plans as part of our acquisition of Halcrow on November 10, 2011, of which the largest is the Halcrow Pension Scheme. These defined benefit plans have been closed to new entrants for many years. The information related to these plans is presented in the Non -U.S. Pension Plans columns of the tables below.

Change in Measurement Date

On March 30, 2015, we changed our reporting period from a calendar year ending on December 31 of each year to a fiscal year ending on the last Friday of December of each year. This change was retroactively applied as if it was adopted as of January 1, 2015. As a result of changing our fiscal year end, we elected to early adopt the Accounting Standards Update (“ASU”) 2015-04, *Compensation – Retirement Benefits (Topic 715): Practical Expedient for the Measurement Date of an Employer’s Defined Benefit Obligation and Plan Assets* , which was issued by the Financial Accounting Standards Board (“FASB”) in April of 2015 .

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ASU 2015-04 provides a practical expedient for entities with defined benefit plans and other postretirement benefit plans whose fiscal years and interim periods do not coincide with a month-end. The ASU allows these entities to use the month-end that is closest to the entity's fiscal year-end or interim period-end for measuring the defined benefit plan assets and obligations as well as other postretirement benefit plan assets and obligations if the practical expedient is applied consistently to all plans and each year. ASU 2015-04 allows us to use December 31, 2015 as the measurement date for our defined benefit plan assets and obligations as well as our other postretirement benefit plan assets and obligations on a prospective basis. Additionally, for each of the defined benefit pension plans or the other postretirement benefit plans, no significant event occurred and no contribution was made between the fiscal year end at December 25, 2015 and the measurement date at December 31, 2015.

Benefit Expense

The weighted average actuarial assumptions used to compute the net periodic pension expense are based upon information available as of the beginning of the year, as presented in the following table.

	U.S. Pension Plans			Non-U.S. Pension Plans		
	2015	2014	2013	2015	2014	2013
Discount rate	4.30%	5.10%	4.20%	3.60%	4.40%	4.50%
Expected long-term rate of return on plan assets	6.75%	6.75%	6.75%	4.17%	4.86%	4.63%
Rate of compensation increase	3.30%	3.30%	3.00%	3.65%	4.00%	4.00%

The components of the net periodic pension expense for the years ended are detailed below:

(\$ in thousands)	U.S. Pension Plans			Non-U.S. Pension Plans		
	December 25, 2015	December 31, 2014	December 31, 2013	December 25, 2015	December 31, 2014	December 31, 2013
Service cost	\$ 3,450	\$ 3,132	\$ 3,833	\$ 3,522	\$ 3,296	\$ 4,041
Interest cost	11,241	10,941	10,015	43,714	50,278	47,752
Expected return on plan assets	(13,248)	(11,683)	(10,801)	(31,460)	(36,420)	(32,440)
Other Adjustments	—	—	—	(113)	—	—
Amortization of prior service credits	(766)	(766)	(766)	—	—	—
Recognized net actuarial loss	7,465	4,598	7,490	3,941	1,199	931
Net expense included in current income	\$ 8,142	\$ 6,222	\$ 9,771	\$ 19,604	\$ 18,353	\$ 20,284

Benefit Obligations

The measurement date used for the U.S. and non-U.S. defined benefit pension plans is December 31. The significant actuarial weighted average assumptions used to compute the projected benefit obligations for the defined benefit pension plans at year end are as follows:

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Discount rate	4.90%	4.30%	3.70%	3.60%
Rate of compensation increase	3.30%	3.30%	3.70%	3.65%

The discount rate assumption for the U.S. and U.K. defined benefit pension plans was determined using actuarial bond models. The models assume we purchase high quality, Aa-rated or better, corporate bonds such that the expected cash flow from the selected bond portfolio generally matches the timing of our projected benefit payments. The models develop the average yield on this portfolio of bonds as of the measurement date. This average yield is used as the discount rate.

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The following table summarizes the change in the projected benefit obligation and plan assets for the defined benefit pension plans for the years ended:

(\$ in thousands)	U.S. Pension Plans		Non-U.S. Pension Plans	
	December 25,	December 31,	December 25,	December 31,
	2015	2014	2015	2014
Benefit obligation at beginning of year	\$ 268,457	\$ 220,860	\$ 1,236,543	\$ 1,147,510
Service cost	3,450	3,132	3,522	3,296
Interest cost	11,241	10,941	43,714	50,278
Actuarial loss (gain), net	(19,572)	47,220	(27,194)	139,313
Addition of significant end-of-service benefit plans	—	—	8,704	—
Plan amendments	115	—	(113)	—
Participant contributions	—	—	317	341
Currency translation	—	—	(51,493)	(65,637)
Benefits paid	(14,759)	(13,696)	(39,397)	(38,558)
Benefit obligation at end of year	\$ 248,932	\$ 268,457	\$ 1,174,603	\$ 1,236,543
Plan assets at beginning of year	\$ 196,061	\$ 171,939	\$ 776,737	\$ 751,143
Actual return on plan assets	(5,009)	26,839	19,390	78,094
Company contributions	11,006	10,979	28,070	27,348
Participant contributions	—	—	317	341
Currency translation	—	—	(33,239)	(41,631)
Benefits paid	(14,759)	(13,696)	(39,397)	(38,558)
Fair value of plan assets at end of year	\$ 187,299	\$ 196,061	\$ 751,878	\$ 776,737

The combined U.S. and non-U.S. pension benefit obligation decrease of \$81.5 million was primarily caused by foreign currency translation in the non-U.S. pension plans as well as changes in actuarial assumptions, including an increase in the discount rates for both the U.S. and non-U.S. pension plans as well as a change in mortality rates for the U.S. pension plans based on recent studies by the Society of Actuaries indicating mortality improvements. Assuming no changes in current assumptions, the Company expects to fund approximately \$38.2 million to \$43.4 million in company contributions for calendar year 2016.

The expected benefit payments for the U.S. and non -U.S. defined benefit pension plans are as follows:

(\$ in thousands)	U.S. Pension Plans	Non-U.S. Pension Plans
2016	\$ 15,539	\$ 43,286
2017	16,107	41,659
2018	16,629	43,641
2019	16,987	45,743
2020	17,416	47,223
Thereafter	90,862	264,421
	\$ 173,540	\$ 485,973

Benefit Plan Assets

The target allocation for the U.S. pension plans and the weighted -average asset allocations for the defined benefit pension plans at December 25, 2015 and December 31, 2014 by asset category are set out below. For the non -U.S. pension plans, the targeted allocation of assets is generally related to the expected benefit payments over the

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next five to ten years. The target is to hold sufficient assets in fixed income securities to meet these cash flows. So as the benefit plan matures, an increasing proportion of plan assets will be held in fixed income securities.

	Target Allocation	U.S. Pension Plans		Non-U.S. Pension Plans	
		2015	2014	2015	2014
Equity securities	55%	47%	51%	35%	35%
Debt securities	45%	44%	45%	56%	58%
Other	0%	9%	4%	9%	7%
Total	100%	100%	100%	100%	100%

The investment philosophy for the defined benefit pension plans is primarily to have the asset values and long -term rates of return exceed those of the relative benchmarks in order to protect and pay the expected future benefit payments to participants. Asset allocation decisions are made in an attempt to construct a total portfolio that achieves the desired expected risk and return needed to meet long term liabilities of the plans. For non -U.S. plans, the asset allocation decisions are often made by an independent board of trustees. In order to accomplish the investment philosophy and strategy, the benefit plan trustees monitor the asset classes allowed for investment, the strategic mix targets, and allowable ranges of such.

Investments in domestic and international equity securities are utilized with the expectation that they will provide a higher rate of return than debt securities for periods in excess of five to ten years, albeit with greater risk. Investments in debt securities, such as government and corporate bonds of domestic and international entities, are utilized with the expectation that they are generally low in risk and can meet the shorter term cash flow needs of the plans.

We use long -term historical actual return experience with consideration of the expected investment mix of the plan assets, as well as future estimates of long -term investment returns to develop the expected rate of return assumptions used in calculating the net periodic pension cost.

Investments are stated at fair value . Fair value represents the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. For our investment fund assets, we have classified each of the funds which are publicly offered and reported on an exchange as Level 1. We have classified investment fund assets which are not publicly offered as Level 2, without consideration as to the level of the specific underlying investments and securities held by the fund, which is a modification in the application of Levels compared to prior years in which we applied Levels to the underlying investments held by the fund. Therefore, we have restated the prior period categorization of assets to reflect the change in classification methodology. We believe this modification results in a better representation of the classification of Levels because it reflects Levels for the actual asset held by the Plan (the fund) instead of the underlying investments held by the fund.

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The following tables summarize the fair values of our defined benefit pension plan assets by major asset category:

(\$ in thousands)	U.S. Pension Plans			
	Total	Quoted Prices in	Significant Other	Significant Unobservable
		Active Markets	Observable Inputs	Inputs
	(Level 1)	(Level 2)	(Level 3)	
December 25, 2015				
Cash and cash equivalents	\$ 2,369	\$ 2,369	\$ —	\$ —
Investment funds:				
Equity funds	88,176	29,829	58,347	—
Fixed income funds	96,754	62,147	34,607	—
Total	\$ 187,299	\$ 94,345	\$ 92,954	\$ —
December 31, 2014				
Cash and cash equivalents	\$ 1,289	\$ 1,289	\$ —	\$ —
Investment funds:				
Equity funds	99,267	30,096	69,171	—
Fixed income funds	95,505	52,158	43,347	—
Total	\$ 196,061	\$ 83,543	\$ 112,518	\$ —

(\$ in thousands)	Non-U.S. Pension Plans			
	Total	Quoted Prices in	Significant Other	Significant
		Active Markets	Observable Inputs	Unobservable Inputs
	(Level 1)	(Level 2)	(Level 3)	
December 25, 2015				
Cash and cash equivalents	\$ 34,673	\$ 7,719	\$ 26,954	\$ —
Investment funds:				
Equity funds	259,783	—	259,783	—
Fixed income securities	416,948	—	416,948	—
International property fund	20,837	—	20,837	—
Other	19,637	—	19,637	—
Total	\$ 751,878	\$ 7,719	\$ 744,159	\$ —
December 31, 2014				
Cash and cash equivalents	\$ 17,660	\$ 3,654	\$ 14,006	\$ —
Investment funds:				
Equity funds	273,552	—	273,552	—
Fixed income securities	446,889	—	446,889	—
International property fund	14,795	—	14,795	—
Other	23,841	—	23,841	—
Total	\$ 776,737	\$ 3,654	\$ 773,083	\$ —

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Funded Status

The following table presents the underfunded status of the defined benefit pension plans at December 25, 2015 and December 31, 2014:

(\$ in thousands)	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Projected benefit obligation	\$ 248,932	\$ 268,457	\$ 1,174,603	\$ 1,236,543
Fair value of plan assets	187,299	196,061	751,878	776,737
Overfunded status	—	—	2,906	1,908
Underfunded status	\$ (61,633)	\$ (72,396)	\$ (425,631)	\$ (461,714)
Amounts recognized in accumulated other comprehensive income consist of:				
Net actuarial loss	\$ 78,689	\$ 87,470	\$ 173,196	\$ 200,557
Net prior service cost (credits)	(5,468)	(6,349)	—	—
Total	\$ 73,221	\$ 81,121	\$ 173,196	\$ 200,557
Amounts to be recognized in the following year as a component of net periodic pension expense:				
Net actuarial loss	\$ 6,513	\$ 7,464	\$ 2,885	4,015
Net prior service cost (credits)	(752)	(766)	—	—
Total	\$ 5,761	\$ 6,698	\$ 2,885	4,015
Additional information:				
Accumulated benefit obligation	\$ 245,726	\$ 263,543	\$ 1,166,501	\$ 1,230,352

The liability for the underfunded status is included in long-term employee related liabilities on the consolidated balance sheets.

Other Postretirement Benefits

We sponsor a medical benefit plan for retired employees of certain subsidiaries. The plan is contributory, and retiree premiums are based on years of service at retirement. The benefits contain limitations and a cap on future cost increases. We fund postretirement medical benefits on a pay-as-you-go basis. Additionally, we have a frozen non-qualified pension plan that provides additional retirement benefits to certain senior executives that remained employed and retired from CH2M on or after age 65.

The non-qualified pension and postretirement healthcare benefit payments, including expected future services, are expected to be paid from plan assets and operating cash flows as follows:

(\$ in thousands)	Non-Qualified Pension Plan	Postretirement Benefit Plans
2016	\$ 288	\$ 2,667
2017	108	2,816
2018	104	2,868
2019	99	2,941
2020	95	3,087
2021-2025	404	16,456
	\$ 1,098	\$ 30,835

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Benefit Expense

The measurement date used for non-qualified pension and other postretirement benefit plans is December 31. The actuarial assumptions used to compute the non-qualified pension benefit expense and postretirement benefit expense are based upon information available as of the beginning of the year, as presented in the following table.

	Non-Qualified Pension Plan			Postretirement Benefit Plans		
	December 25,	December 31,	December 31,	December 25,	December 31,	December 31,
	2015	2014	2013	2015	2014	2013
Actuarial assumptions at beginning of year:						
Discount rate	4.3%	5.1%	4.2%	4.3%	5.1%	4.2%
Initial healthcare costs trend rate	na	na	na	na	na	na
Ultimate healthcare cost trend rate	na	na	na	na	na	na
Year ultimate trend rate is reached	na	na	na	na	na	na

na—not applicable

We have instituted caps on the potential growth of our retiree healthcare costs. The retiree healthcare cost caps have been reached and apply in all future years. As healthcare costs continue to increase, these caps are intended to remain in force at current levels. As a result, a 1% change in the healthcare cost trends has no impact on the postretirement benefit obligation or costs.

The components of the non-qualified pension benefit expense and postretirement benefit expense for the years ended December 25, 2015, December 31, 2014, and December 31, 2013 are detailed below:

(\$ in thousands)	Non-Qualified Pension Plan			Postretirement Benefit Plans		
	2015	2014	2013	2015	2014	2013
Service cost	\$ —	\$ —	\$ —	\$ 967	\$ 1,058	\$ 1,816
Interest cost	58	78	81	2,098	2,195	2,196
Amortization of prior service (credits) costs	—	—	—	(29)	(29)	206
Recognized net actuarial loss (gain)	1	—	21	(8)	(11)	336
Net expense included in current income	\$ 59	\$ 78	\$ 102	\$ 3,028	\$ 3,213	\$ 4,554

The discount rate used to compute the benefit obligations for the non-qualified pension plan and postretirement benefit plans at December 25, 2015 and December 31, 2014 were 4.9% and 4.3%, respectively.

The discount rate assumptions are set annually based on an actuarial bond model. The bond model assumes we purchase high quality corporate bonds such that the expected cash flows generally match the maturity of the benefits.

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The following table summarizes the change in benefit obligation and change in plan assets for the non-qualified pension and postretirement benefit plans for the years ended December 25, 2015 and December 31, 2014:

(\$ in thousands)	Non-Qualified Pension Plan		Postretirement Benefit Plans	
	2015	2014	2015	2014
Benefit obligation at beginning of year	\$ 1,499	\$ 1,608	\$ 50,340	\$ 44,336
Service cost	—	—	967	1,058
Interest cost	58	78	2,098	2,195
Participant contributions	—	—	2,246	2,138
Actuarial loss (gain)	(41)	106	(5,597)	4,927
Plan amendments	—	—	(2,417)	—
Benefits paid	(289)	(293)	(5,729)	(4,314)
Benefit obligation at end of year	\$ 1,227	\$ 1,499	\$ 41,908	\$ 50,340

Funded Status

The following table presents the underfunded status of the non-qualified pension and postretirement benefit plans at December 25, 2015 and December 31, 2014:

(\$ in thousands)	Non-Qualified Pension Plan		Postretirement Benefit Plans	
	2015	2014	2015	2014
Projected benefit obligation	\$ 1,227	\$ 1,499	\$ —	\$ —
Accumulated benefit obligation	—	—	41,908	50,340
Underfunded status	\$ (1,227)	\$ (1,499)	\$ (41,908)	\$ (50,340)
Amounts recognized in accumulated other comprehensive income consist of:				
Net actuarial loss (gain)	\$ 117	\$ 161	\$ (3,476)	\$ 2,155
Net prior service credit	—	—	(2,618)	(233)
Total	\$ 117	\$ 161	\$ (6,094)	\$ 1,922
Amounts to be recognized in the following year as a component of net periodic cost:				
Net actuarial loss (gain)	\$ —	\$ 1	\$ (13)	\$ (7)
Net prior service credit	—	—	(384)	(29)
Total	\$ —	\$ 1	\$ (397)	\$ (36)

Benefits expected to be paid in 2016 are included in short-term employee related liabilities with the remaining liability balance included in long-term employee related liabilities on the consolidated balance sheets.

Multiemployer Plans

We participate in various multiemployer pension plans for certain employees represented by labor unions. We are required to make contributions to these plans in amounts established under collective bargaining agreements, generally based on the number of hours worked. We made contributions to the various plans totaling approximately \$4.2 million, \$4.1 million, and \$5.7 million for the years ended December 25, 2015, December 31, 2014, and December 31, 2013, respectively. We are unable to obtain additional financial information from the multiemployer pension plans sponsors in order to determine unfunded liability amounts and other plan data, however based upon the small number of our employees that have participated in these plans, we do not believe any of these amounts will have a material impact on our financial results.

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We have employees who participate in benefit plans with the U.S. Department of Energy for which information is not provided because we are not responsible for the current or future funded status of those plans.

(17) Segment Information

During 2014, we implemented certain organizational changes, including the manner in which our operations are managed through a matrix organization of business groups, geographic regions and service lines. In the first quarter of 2015, we refined this matrix structure, and continued to reorganize our internal reporting structure by making changes to better facilitate our strategy for growth, client-centric service, and operational efficiency. In connection with this refinement, we continued to reevaluate the manner in which our Chief Operating Decision Maker (“CODM”) reviews operating results and makes key business decisions. Our CODM is our executive management committee that meets regularly to evaluate operating results and allocate our financial and operational resources. As part of the reevaluation in 2015, we determined that our CODM primarily reviews financial operating results by business group, and as such, we have identified each of our five business groups as reportable operating segments: Environment and Nuclear; Industrial and Urban Environments (“IUE”); Oil, Gas and Chemicals; Transportation; and Water. Although the Power group falls within the IUE business group, we have identified Power as a separate reportable operating segment as we are currently in the process of exiting the fixed-price EPC Power business. As such, the results of this group are being monitored apart from the rest of the IUE business group.

Certain financial information relating to the years ended December 25, 2015, December 31, 2014 and December 31, 2013 for each segment is provided below. Costs for corporate selling, general and administrative expenses, restructuring costs and amortization expense related to intangible assets have been allocated to each segment based upon an estimate of the value of the benefits provided by corporate functions. This allocation is primarily based upon metrics that reflect the proportionate volume of project-related activity and employee labor costs within each segment. Prior year amounts have been revised to conform to the current year presentation.

(\$ in thousands)	Year Ended December 25, 2015		
	Gross Revenue	Equity in Earnings	Operating Income (Loss)
Environment and Nuclear	\$ 1,664,069	\$ 29,123	\$ 73,951
Industrial and Urban Environments	467,764	3,254	8,427
Oil, Gas and Chemicals	800,566	1,365	23,785
Transportation	973,729	8,363	(57,468)
Water	1,243,670	4,660	88,367
Power	211,707	—	(2,221)
Total	\$ 5,361,505	\$ 46,765	\$ 134,841

(\$ in thousands)	Year Ended December 31, 2014		
	Gross Revenue	Equity in Earnings	Operating Income (Loss)
Environment and Nuclear	\$ 1,669,917	\$ 35,209	\$ 59,731
Industrial and Urban Environments	495,569	1,999	(58,522)
Oil, Gas and Chemicals	859,319	1,858	5,006
Transportation	948,102	12,813	(24,649)
Water	1,243,465	3,039	85,736
Power	197,097	—	(408,888)
Total	\$ 5,413,469	\$ 54,918	\$ (341,586)

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(\$ in thousands)	Year Ended December 31, 2013		
	Gross Revenue	Equity in Earnings	Operating Income (Loss)
Environment and Nuclear	\$ 1,648,119	\$ 21,760	\$ 99,216
Industrial and Urban Environments	594,054	9,249	21,744
Oil, Gas and Chemicals	995,378	793	(8,408)
Transportation	933,146	19,002	30,173
Water	1,207,859	3,206	67,014
Power	499,263	—	(17,377)
Total	\$ 5,877,819	\$ 54,010	\$ 192,362

We derived approximately 19%, 21% and 18% of our total revenue from contracts with the U.S. federal government and the agencies regulated by the U.S. federal government in the years ended December 25, 2015, and December 31, 2014 and December 31, 2013, respectively. Although the majority of our consolidated revenue is generated from our domestic operations, we provide services in numerous countries, including the United Kingdom which accounted for 11% and 10% of the total consolidated revenue in 2015 and 2014, respectively. Total U.S. and international revenue for the years ended were as follows:

(\$ in thousands)	2015	2014	2013
U.S.	\$ 3,589,928	\$ 3,806,935	\$ 3,915,091
International	1,771,577	1,606,534	1,962,728
Total	\$ 5,361,505	\$ 5,413,469	\$ 5,877,819

The fixed assets to support our business operations and our clients are located both domestically and internationally. Total U.S. and international net property, plant and equipment for the years ended were as follows:

(\$ in thousands)	2015	2014	2013
U.S.	\$ 179,436	\$ 215,689	\$ 183,884
International	24,230	42,471	42,541
Total	\$ 203,666	\$ 258,160	\$ 226,425

(18) Commitments and Contingencies

We maintain a variety of commercial commitments that are generally made available to provide support for various provisions in our engineering and construction contracts. Letters of credit are provided to clients in the ordinary course of the contracting business in lieu of retention or for performance and completion guarantees on engineering and construction contracts. We also post surety bonds, which are contractual agreements issued by a surety, for the purpose of guaranteeing our performance on contracts. Bid bonds are also issued by a surety to protect owners and are subject to full or partial forfeiture for failure to perform obligations arising from a successful bid.

Commercial commitments outstanding as of December 25, 2015 are summarized below:

(\$ in thousands)	Amount of Commitment Expiration Per Period				Total Amount Committed
	Less than 1 Year	1-3 Years	4-5 Years	Over 5 Years	
Letters of credit	\$ 96,258	\$ 26,689	\$ 532	\$ 7,976	\$ 131,455
Bank guarantees	9,494	4,456	65	—	14,015
Surety and bid bonds	921,913	69,833	22,552	—	1,014,298
Total	\$ 1,027,665	\$ 100,978	\$ 23,149	\$ 7,976	\$ 1,159,768

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We are party to various legal actions arising in the normal course of business. Because a large portion of our business comes from U.S. federal, state and municipal sources, our procurement and certain other practices at times are subject to review and investigation by various agencies of the U.S. government and state attorneys' offices. Such state and U.S. government investigations, whether relating to government contracts or conducted for other reasons, could result in administrative, civil or criminal liabilities, including repayments, fines or penalties or could lead to suspension or debarment from future U.S. government contracting. These investigations often take years to complete and many result in no adverse action or alternatively could result in settlement. Damages assessed in connection with and the cost of defending any such actions could be substantial. While the outcomes of pending proceedings and legal actions are often difficult to predict, management believes that proceedings and legal actions currently pending would not result in a material adverse effect on our results of operations or financial condition even if the final outcome is adverse to our company.

In 2010, we were notified that the U.S. Attorney's Office for the Eastern District of Washington was investigating overtime practices in connection with the U.S. Department of Energy Hanford tank farms management contract which we transitioned to another contractor in 2008. In 2011 and 2012, eight former CH2M Hanford Group ("CH2M Subsidiary") employees pleaded guilty to felony charges related to time card fraud committed while working on the Hanford Tank Farm Project. As part of its investigation, the U.S. Attorney's Office raised the possibility of violations of the civil False Claims Act and criminal charges for possible violations of federal criminal statutes arising from CH2M's Subsidiary overtime practices on the project. In September 2012, the government intervened in a civil False Claims Act case filed in the District Court for the Eastern District of Washington by one of the employees who plead guilty to time card fraud. In March 2013, we entered into a Non Prosecution Agreement ("NPA") concluding the criminal investigation so long as we comply with the terms of the NPA. The NPA requires us to comply with ongoing requirements for three years after the effective date. By a separate agreement, we obtained dismissal of the civil False Claims Act case. We paid \$18.5 million in total under both agreements. As a result, no criminal charges were brought against CH2M Subsidiary or any CH2M entities, and the civil False Claims Act case was dismissed.

In January 2011, CH2M HILL Energy Canada, LTD was awarded the mechanical installation contract for Spectra Energy Transmission's ("Spectra") Fort Nelson North Processing Facility located in Northern British Columbia. These services included directly performed civil, structural, mechanical equipment, and piping installation for the project. Spectra is claiming it suffered damages associated with project delay and cost overruns. To settle construction related claims, the contract terms were changed from a fixed price to a cost plus fixed fee arrangement, and the project completion date was extended, in a Settlement Agreement dated November 2011. The project was completed in February 2013. Spectra claims the project was completed almost a year after its original scheduled completion date and at a cost significantly in excess of the budget, and that CH2M is liable for damages for breach of contract and gross negligence. Spectra also asserts it was induced to enter into the Settlement Agreement by false or negligent representations regarding the remaining cost to complete the project. Spectra commenced arbitration proceedings in Calgary, Alberta on September 10, 2013 in UNCITRAL arbitration. The arbitration hearing commenced on September 14, 2015, and lasted for six weeks through October 22, 2015. Post-hearing briefs are being submitted by the parties in the first quarter of 2016. We expect an arbitration decision in the first half of 2016. Although the arbitration demand did not state damages with any particularity, the damages claims advocated by Spectra during the arbitration hearing totaled \$167.1 million, plus interests and costs. Based on information presently known to management, we will continue to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

CH2M-WG Idaho, LLC ("CWI"), owned 50.5% by CH2M, is a remediation contractor for the U.S. Department of Energy ("DOE") at the Idaho National Laboratory site. The original remediation contract was to run from May 2005 through September 2012, and was extended through September 2015. CWI currently has a disagreement with DOE concerning what CWI's final fee should be for the base contract period from May 2005 through September 2012. In December 2013, the DOE issued a final determination that was approximately \$30.0 million less than CWI expected to receive in the fee determination. On March 6, 2014, CWI filed a Certified Claim with the Contracting Officer for a total fee owed of \$40.1 million. The Certified Claim was rejected through a Contracting Officer's Final Decision in May

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2014, and CWI filed its appeal to the Civilian Board of Contract Appeals on May 30, 2014. Trial is scheduled for April 12, 2016. Based on information presently known to management, we intend to pursue our claims to recover CWI's final fee submission, and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 1997, Operations Management International, Inc. ("OMI") entered into an agreement with the Greater New Haven Water Pollution Authority ("the Authority"), to maintain and operate the New Haven waste water treatment system, including treatment plants, pump stations and transmission lines. The contract term was January 1998 to January 2014. On October 1, 2013, the Authority issued a Notice of Events of Default to OMI requiring it to correct certain alleged maintenance and operational deficiencies in the system within the next 30 days. The Authority is seeking repairs and replacement of equipment in all portions of the system except the transmission piping. The Authority is also seeking damages for amounts billed by OMI for services the Authority alleges were never performed. The initial informal demand from the Authority was \$12.5 million. On December 11, 2013, the Authority filed suit against OMI and CH2M HILL Companies, Ltd. ("CH2M") in Connecticut Superior Court, Judicial District of New Haven, alleging breach of contract, breach of corporate parent guarantee, unjust enrichment, and violations of the Connecticut Unfair Trade Practices Act. The complaint does not itemize or quantify the Authority's alleged damages. On January 8, 2014, the Authority filed suit against OMI's co-sureties under the performance bond, Federal Deposit and Guaranty of Maryland, Federal Insurance Company and Liberty Mutual Insurance Company (the "Sureties"). This suit alleged that OMI failed to perform as required under the contract and that the sureties failed to meet the terms of their bonds. CH2M and OMI have accepted the Sureties' tender of defense. In July 2014, the matter was transferred to the Complex Litigation Docket of the Connecticut Superior Court in the Judicial District of Waterbury. On July 31, 2015, the Authority's counsel issued its damages report setting forth alleged damages of approximately \$73.0 million. Trial is scheduled for January 17, 2017. Based on information presently known to management, we intend to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 2003, the Municipality of Anchorage, Alaska ("Municipality") began its Port of Anchorage Intermodal Expansion Project by entering into Memoranda of Understanding with the Maritime Administration ("MarAd"). MarAd contracted with Integrated Concepts and Research Corporation ("ICRC") to perform certain design and construction-related work on the Project. In 2006, ICRC subcontracted certain Project design work to PND Engineers, Inc. ("PND"). In 2006, PND subcontracted some limited portions of its work to VECO, Inc. (n/k/a CH2M HILL Alaska, Inc.). During the design phase, PND's proprietary design, the Open Cell Sheet Pile system ("OCSP") was recommended as the preferred design alternative on the Project. In March 2007, VECO issued a written report analyzing how the OCSP system would perform in three categories of seismic events. On March 8, 2013, the Municipality filed suit against ICRC, PND, and CH2M HILL Alaska, Inc. in the Superior Court for the State of Alaska, Third Judicial District at Anchorage. Four additional parties (GeoEngineers, Inc.; Terracon Consultants, Inc.; Colaska, Inc.; and MKB Constructors) have since been added to the litigation. The matter was later transferred to the United States District Court for the District of Alaska. The Municipality alleges the Project suffered from design and construction deficiencies. The Municipality's current claims against CH2M HILL Alaska, Inc. are for professional negligence, negligence, and negligent misrepresentation. The Municipality claims that its damages against all defendants are approximately \$340.0 million. Trial is scheduled to begin in September 2016. The Municipality has also filed suit against MarAd in the Court of Federal Claims related to the Project. Based on information presently known to management, we intend to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

In 2011, Halcrow Group Limited ("HGL") entered into a contract with Fenix Power Per, SA ("Fenix Power") to design an intake/outfall system for a natural gas 520MW combined cycle power plant located near Chilca, Peru. On January 28, 2014, Fenix Power's general contractor, Constructora Belfi-Montec S.A. ("Belfi-Montec"), began arbitration proceedings related to HGL's design work on the project. The arbitration hearing is venued at the Santiago Arbitration and Mediation Center in Santiago, Chile. Belfi-Montec claims that HGL's marine reports contained errors relating to wave height calculations, ballast placement, reinforcement measures, sea bottom stability and shoal breaker locations.

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Belfi-Montec asserts it relied on the information contained in HGL's reports to design the service pier structure, sheet piling and outfall pipelines. Belfi Montec alleges that it incurred additional cost and delays to correct HGL's errors including modifications to the outfall pipeline length, pier structure, sheet piling at the shoring wall, and dredging. In addition, Belfi-Montec claims damages related to HGL's design of ballast support systems, intake structures, and other elements of the intake/outfall system. The total amount claimed is approximately \$16.9 million. Our outside counsel believes the arbitrator will make a decision in March or April 2016. Based on information presently known to management, we intend to vigorously defend the claims brought against us and we believe that the outcome of this dispute will not have a material adverse effect on our financial condition, cash flows or results of operations.

Many claims that are currently pending against us are covered by our professional liability insurance after we have exhausted our self-insurance requirement, which is currently \$20.0 million per policy year. Management estimates that the levels of insurance coverage (after retentions and deductibles) are generally adequate to cover our liabilities, if any, with regard to such claims. Any amounts that are probable of payment are accrued when such amounts are estimable. As of December 25, 2015 and December 31, 2014, accruals for potential estimated claim liabilities were \$11.0 million and \$16.3 million, respectively.

CH2M HILL COMPANIES, LTD. AND SUBSIDIARIES

(19) Quarterly Financial Information (unaudited)

Our quarterly financial information for the years ended December 25, 2015 and December 31, 2014 is as follows:

(In thousands except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	For the Year Ended
2015					
Revenue	\$ 1,263,986	\$ 1,324,048	\$ 1,365,877	\$ 1,407,594	\$ 5,361,505
Operating income	40,865	29,383	66,360	(1,767)	134,841
Net income attributable to CH2M HILL	23,498	16,278	41,211	(584)	80,403
Net income per common share					
Basic	\$ 0.86	\$ 0.59	\$ 1.42	\$ (0.10)	\$ 2.62
Diluted	\$ 0.86	\$ 0.59	\$ 1.16	\$ (0.10)	\$ 2.61
2014					
Revenue	\$ 1,279,449	\$ 1,402,448	\$ 1,422,537	\$ 1,309,035	\$ 5,413,469
Operating income	(9,546)	19,575	(234,903)	(116,712)	(341,586)
Net income attributable to CH2M HILL	(6,092)	11,450	(131,242)	(55,653)	(181,537)
Net income per common share					
Basic	\$ (0.21)	\$ 0.40	\$ (4.69)	\$ (2.01)	\$ (6.42)
Diluted	\$ (0.21)	\$ 0.40	\$ (4.69)	\$ (2.01)	\$ (6.42)

Table of Contents

*		
_____ Antoine G. Munfakh	Director	February 22, 2016
*		
_____ Georgia R. Nelson	Director	February 22, 2016
*		
_____ Thomas L. Pennella	Director	February 22, 2016
*		
_____ Elisa M. Speranza	Director	February 22, 2016
*		
_____ Terry A. Ruhl	Director	February 22, 2016
*		
_____ Barry L. Williams	Director	February 22, 2016
*By:	/s/ Gary L. McArthur	
	_____ Gary L. McArthur, as attorney -in -fact	

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is made as of October 1, 2015 by and between CH2M HILL Companies, Ltd., a Delaware corporation (the “Company”), and _____ (“Indemnitee”). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve corporations as officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Amended and Restated Bylaws of the Company (the “Bylaws”) and the Restated Certificate of Incorporation of the Company (the “Certificate of Incorporation”) require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”). The Bylaws, the Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and the Certificate of Incorporation and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, the Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified; and

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Services to the Company. Indemnitee agrees to serve as an officer of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Certificate of Incorporation, the Company's Bylaws, and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as an officer of the Company, as provided in Section 16 hereof.

Definitions. As used in this Agreement:

References to "agent" shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing twenty five percent (25%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the Surviving Entity) more than 50% of the combined voting power of the voting securities of the Surviving Entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such Surviving Entity;

Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the

Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(D) "Surviving Entity" shall mean the surviving entity in a merger or consolidation or any entity that controls, directly or indirectly, such surviving entity.

"Corporate Status" describes the status of a person who is or was a director, trustee, partner, managing member, officer, employee, agent or fiduciary of the Company or of any other corporation, limited liability company, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

"Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"Enterprise" shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

"Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether the Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 14(d) only, Expenses incurred by or on behalf of Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation

or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

"Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

The term "Proceeding" shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him (or a failure to take action by him) or of any action (or failure to act) on his part while acting pursuant to his Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit

plan shall be deemed to have acted in manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that his conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation, the Bylaws, vote of its stockholders or disinterested directors or applicable law.

Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of

any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnatee is, by reason of his Corporate Status, a witness or otherwise asked to participate in any aspect of a Proceeding to which Indemnatee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

Partial Indemnification. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

Additional Indemnification.

Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnatee to the fullest extent permitted by applicable law if Indemnatee is a party to or threatened to be made a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by or on behalf of Indemnatee in connection with the Proceeding.

For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim made against Indemnatee:

for which payment has actually been made to or on behalf of Indemnatee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross-claim or affirmative defense brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding), or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time (which shall include invoices received by the Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be so included), whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

Procedure for Notification and Defense of Claim.

Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof or Indemnitee's becoming aware thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding, in each case to the extent known to Indemnitee. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The failure by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement, except to the extent (solely with respect to the indemnity hereunder) that such failure or delay materially prejudices the Company. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

The Company will be entitled to participate in the Proceeding at its own expense.

The Company shall not settle any Proceeding (in whole or in part) if such settlement would impose any Expense, judgment, liability, fine, penalty or limitation on Indemnitee which Indemnitee is not entitled to be indemnified hereunder without the Indemnitee's prior written consent.

Procedure Upon Application for Indemnification.

Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is

reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by or on behalf of Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied.

In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

Presumptions and Effect of Certain Proceedings.

In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in

good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. Whether or not the foregoing provisions of this Section 13(d) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company.

The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Remedies of Indemnitee.

Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7 or the last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); provided, however, that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 5 of

this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by or on behalf of Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Non-exclusivity; Survival of Rights; Insurance; Subrogation.

The rights of indemnification and to receive advancement of Expenses as provided by this Agreement (i) shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise and (ii) shall be interpreted independently of, and without reference to, any other such rights to which Indemnitee may at any time be entitled. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Bylaws, the Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee,

partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as an officer of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced (including any appeal thereof) by Indemnitee pursuant to Section 14 of this Agreement relating thereto. The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives. The Company shall require and shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to, by written agreement, expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Enforcement.

The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws, any directors' and officers' insurance maintained by the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and received for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and received for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

If to the Company, to:

CH2M HILL Companies, Ltd.
919 South Jamaica Street
Englewood, CO 80112-5946
Attn: Chief Counsel

or to any other address as may have been furnished to Indemnitee by the Company.

Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by or on behalf of Indemnitee, whether for judgments, fines, penalties, excise taxes,

amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably The Corporation Trust Company as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

CH2M HILL COMPANIES, LTD.

By: _____
Name: Thomas M. McCoy
Title: Executive Vice President, General Counsel & Corporate Secretary

INDEMNITEE

Address: _____

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is made as of October 1, 2015 by and between CH2M HILL Companies, Ltd., a Delaware corporation (the “Company”), and _____ (“Indemnitee”). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Amended and Restated Bylaws of the Company (the “Bylaws”) and the Restated Certificate of Incorporation of the Company (the “Certificate of Incorporation”) require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”). The Bylaws, the Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest

extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and the Certificate of Incorporation and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, the Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified; and

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Services to the Company. Indemnitee agrees to serve as a director of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Certificate of Incorporation, the Company's Bylaws, and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as a director of the Company, as provided in Section 16 hereof.

Definitions. As used in this Agreement:

References to "agent" shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the

Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the Surviving Entity) more than 50% of the combined voting power of the voting securities of the Surviving Entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such Surviving Entity;

Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the

stockholders of the Company approving a merger of the Company with another entity.

(D) "Surviving Entity" shall mean the surviving entity in a merger or consolidation or any entity that controls, directly or indirectly, such surviving entity.

"Corporate Status" describes the status of a person who is or was a director, trustee, partner, managing member, officer, employee, agent or fiduciary of the Company or of any other corporation, limited liability company, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

"Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"Enterprise" shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

"Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether the Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 14(d) only, Expenses incurred by or on behalf of Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

"Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the

Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

The term "Proceeding" shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by him (or a failure to take action by him) or of any action (or failure to act) on his part while acting pursuant to his Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that his conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation, the Bylaws, vote of its stockholders or disinterested directors or applicable law.

Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of his Corporate Status, a witness or otherwise asked to participate in any aspect of a Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Additional Indemnification.

Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by or on behalf of Indemnitee in connection with the Proceeding.

For purposes of Section 8(a), the meaning of the phrase “to the fullest extent permitted by applicable law” shall include, but not be limited to:

to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim made against Indemnitee:

for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross-claim or affirmative defense brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding), or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time (which shall include invoices received by the Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to

waive any privilege accorded by applicable law shall not be so included), whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

Procedure for Notification and Defense of Claim.

Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof or Indemnitee's becoming aware thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding, in each case to the extent known to Indemnitee. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The failure by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement, except to the extent (solely with respect to the indemnity hereunder) that such failure or delay materially prejudices the Company. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

The Company will be entitled to participate in the Proceeding at its own expense.

The Company shall not settle any Proceeding (in whole or in part) if such settlement would impose any Expense, judgment, liability, fine, penalty or limitation on Indemnitee which Indemnitee is not entitled to be indemnified hereunder without the Indemnitee's prior written consent.

Procedure Upon Application for Indemnification.

Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of

Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by or on behalf of Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied.

In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

Presumptions and Effect of Certain Proceedings.

In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best

interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. Whether or not the foregoing provisions of this Section 13(d) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company.

The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Remedies of Indemnitee.

Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7 or the last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); provided, however, that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo

trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by or on behalf of Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Non-exclusivity; Survival of Rights; Insurance; Subrogation.

The rights of indemnification and to receive advancement of Expenses as provided by this Agreement (i) shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise and (ii) shall be interpreted independently of, and without reference to, any other such rights to which Indemnitee may at any time be entitled. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Bylaws, the Certificate of Incorporation and this Agreement, it is the

intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a director of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced (including any appeal thereof) by Indemnitee pursuant to Section 14 of this Agreement relating thereto. The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall

inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives. The Company shall require and shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to, by written agreement, expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Enforcement.

The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws, any directors' and officers' insurance maintained by the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by

hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

If to the Company, to:

CH2M HILL Companies, Ltd.
919 South Jamaica Street
Englewood, CO 80112-5946
Attn: Chief Counsel

or to any other address as may have been furnished to Indemnitee by the Company.

Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by or on behalf of Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably The Corporation Trust Company as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

CH2M HILL COMPANIES, LTD.

By: _____
Name: Thomas M. McCoy
Title: Executive Vice President, General Counsel and Corporate Secretary

INDEMNITEE

Name of Director

Address : _____

Subsidiaries of CH2M HILL Companies, Ltd.

CH2M HILL Alaska, Inc.
CH2M HILL Canada Limited
CH2M HILL Constructors, Inc.
CH2M HILL Engineers, Inc.
CH2M HILL Global Holdings, S.a.r.l.
CH2M HILL, Inc.
CH2M HILL Netherlands Holding B.V.
CH2M HILL LP
CH2M HILL, LLC
Halcrow Group Ltd.
Halcrow Holdings Ltd.
LG Constructors, Inc.
Operations Management International, Inc.
CH2M HILL Alaska, Inc.

Consent of Independent Registered Public Accounting Firm

The Board of Directors
CH2M HILL Companies, Ltd.:

We consent to the incorporation by reference in the registration statement (No. 333 -148101) on Form S-4 of CH2M HILL Companies, Ltd. and its subsidiaries (the Company) of our report dated February 22, 2016, with respect to the consolidated balance sheets of the Company as of December 25, 2015 and December 31, 2014, and the related consolidated statements of earnings, stockholders' equity, cash flows, and comprehensive income for each of the years in the three-year period ended December 25, 2015, and all related financial statement schedules, and the effectiveness of internal control over financial reporting as of December 25, 2015, which appears in the December 25, 2015 annual report on Form 10 -K of the Company .

/s/ KPMG LLP
KPMG LLP
Denver, Colorado
February 22 , 201 6

POWER OF ATTORNEY

Each person whose signature appears below does hereby make, constitute and appoint each of Jacqueline C. Hinman, Gary L. McArthur and Ryan L. Beckman, acting individually, as such person's true and lawful attorney-in-fact and agent, with full power of substitution, resubstitution and revocation to execute, deliver and file with the U.S. Securities and Exchange Commission, the United Kingdom Financial Conduct Authority and the corresponding securities regulatory agency in each other country where a registration or filing may be necessary or advised in connection with any offering of the Company's securities, including but not limited to: Argentina, Brazil, Canada, Hong Kong, India, Ireland, Mexico, Poland, Qatar, Singapore, the United Arab Emirates, and the United Kingdom, for and on such person's behalf, and in any and all capacities,

1. The Annual Report on Form 10-K of CH2M HILL Companies, Ltd. for the year ended December 25, 2015, any and all amendments (including post-effective amendments) thereto with all exhibits thereto and other documents in connection therewith, or foreign jurisdiction equivalent reports and statements;
2. A Prospectus for use in the member nations of the European Union pursuant to the EU Prospectus Directions and any and all amendments thereto with all exhibits and other documents in connection therewith, and
3. Such annual or other periodic reports on business, prospects, financial and results of operations as may be required in any such other country.

granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or such person's substitute or substitutes may lawfully do or cause to be done by virtue hereof.

<u>/s/ Malcolm Brinded</u> Malcolm Brinded	February 22, 2016
<u>/s/ Mark D. Fallon</u> Mark D. Fallon	February 22, 2016
<u>/s/ Lisa Glatch</u> Lisa Glatch	February 22, 2016
<u>/s/ Jacqueline C. Hinman</u> Jacqueline C. Hinman	February 22, 2016
<u>/s/ Charles O. Holliday, Jr.</u> Charles O. Holliday, Jr.	February 22, 2016
<u>/s/ Scott Kleinman</u> Scott Kleinman	February 22, 2016
<u>/s/ Gregory T. McIntyre</u> Gregory T. McIntyre	February 22, 2016
<u>/s/ Antoine G. Munfakh</u> Antoine G. Munfakh	February 22, 2016
<u>/s/ Georgia R. Nelson</u> Georgia R. Nelson	February 22, 2016
<u>/s/ Thomas L. Pennella</u> Thomas L. Pennella	February 22, 2016
<u>/s/ Terry A. Ruhl</u> Terry A. Ruhl	February 22, 2016

/s/ Elisa M. Speranza
Elisa M. Speranza

February 22, 2016

/s/ Barry L. Williams
Barry L. Williams

February 22, 2016

CERTIFICATION

Pursuant to Section 302 of the Sarbanes -Oxley Act of 2002

I, Jacqueline C. Hinman, certify that:

1. I have reviewed this annual report on Form 10 -K of CH2M HILL Companies, Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a -15(e) and 15d -15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a -15(f) and 15d -15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22 , 201 6

/s/ Jacqueline C. Hinman
Jacqueline C. Hinman
Chief Executive Officer

CERTIFICATION

Pursuant to Section 302 of the Sarbanes -Oxley Act of 2002

I, Gary L. McArthur, certify that:

1. I have reviewed this annual report on Form 10 -K of CH2M HILL Companies, Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a -15(e) and 15d -15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a -15(f) and 15d -15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2016

/s/ Gary L. McArthur

Gary L. McArthur
Chief Financial Officer

CERTIFICATION

**PURSUANT TO RULE 13A -14(B) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND
SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE (18 U.S.C.
SECTION 1350)**

In connection with the Annual Report of CH2M HILL Companies, Ltd. (the "Company") on Form 10 -K for the annual period ended December 25 , 201 5 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jacqueline C. Hinman, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350 as adopted by Section 906 of the Sarbanes -Oxley Act of 2002 that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Exchange Act as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

/s/ Jacqueline C. Hinman

Jacqueline C. Hinman
Chief Executive Officer

February 22 , 201 6

This certification " accompanies " the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION

**PURSUANT TO RULE 13A -14(B) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED,
AND SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE (18 U.S.C. SECTION 1350)**

In connection with the Annual Report of CH2M HILL Companies, Ltd. (the "Company") on Form 10-K for the annual period ended December 25, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gary L. McArthur, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350 as adopted by Section 906 of the Sarbanes-Oxley Act of 2002 that to the best of my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Exchange Act as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

/s/ Gary L. McArthur

Gary L. McArthur
Chief Financial Officer

February 22, 2016

This certification "accompanies" the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2016

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 MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		CONTACT NAME:	
15114 -12345-5EX2P-16/17 052891 BK		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CH2M HILL, INC. 8735 W. HIGGINS ROAD, SUITE 400 CHICAGO, IL 60631		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Greenwich Insurance Company			22322
INSURER B : National Fire & Marine Insurance Co			20079
INSURER C : XL Specialty Insurance Company			37885
INSURER D : Zurich American Insurance Co			16535
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** SEA-003040309-04 **REVISION NUMBER:** 6

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 INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RGE500025505	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	IRAD500025405	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		42UM030247601	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	RWD500025205 (AOS) RWR500025305 (W)	05/01/2016 05/01/2016	05/01/2017 05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*		EOC3829621-14	05/01/2016	05/01/2017	Each Claim & Aggregate \$2,000,000 Each Policy Period

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS.

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer
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ENDORSEMENT # 004

This endorsement, effective 12:01 a.m., May 1, 2016 forms a part of
Policy No. RAD500025405 issued to CH2M HILL COMPANIES, LTD.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED -- PRIMARY WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II A. 1. WHO IS AN INSURED is amended to include:

Any entity, person, or organization you are required or have agreed in a contract, permit, access agreement and any other written agreement to provide insurance.

This insurance is primary for the entity, person or organization, but only with respect to liability arising out of your work for that insured by or for you. Other insurance afforded to that insured will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

However, the insurance provided shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said written contract, permit, access agreement..


(Authorized Representative)

ENDORSEMENT # 007

This endorsement, effective 12:01 a.m., May 1, 2016

forms a part of

Policy No. RAD500025405

issued to CH2M HILL COMPANIES, LTD.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

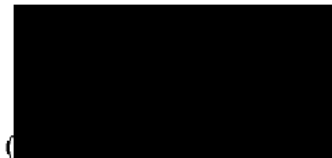
In the event coverage is cancelled or non renewed for any statutorily permitted reason or if coverage is materially reduced, or coverage is cancelled for non-payment of premium advanced written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity	Mailing Address:	Number of Days Advanced Notice of Cancellation or Statutorily Permitted Reasons or if Coverage is Materially Reduced	Number of Days Advanced Notice of for Non-Payment of Premium
Any entity, person or organization where required by any contract, permit or access agreement	TBA	60 days	10 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include expiration or Notice of Conditional Renewal. Material reduction in coverage shall mean, with the Insured's agreement:

- policy limits shown in the declarations page get amended; or
- change in the deductible or self-insured retention, except where specific contract or project retentions are requested and agreed to by You and Us; or
- the application of a new policy exclusion not contemplated at inception except as required per state rules and regulations.

All other terms and conditions of the Policy remain unchanged.



MANUS

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ENDORSEMENT # 026

This endorsement, effective 12:01 a.m., May 1, 2016

forms a part of

Policy No. RGE5000255-05

issued to CH2M HILL COMPANIES, LTD.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

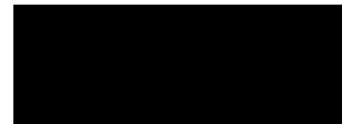
In the event coverage is cancelled or non renewed for any statutorily permitted reason or if coverage is materially reduced, or coverage is cancelled for non-payment of premium advanced written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity	Mailing Address:	Number of Days Advanced Notice of Cancellation or Statutorily Permitted Reasons or if Coverage is Materially Reduced	Number of Days Advanced Notice of for Non-Payment of Premium
Any entity, person or organization where required by any contract, permit or access agreement	TBA	60 days	10 days

For the purpose of this endorsement, non-renewal shall mean solely non-renewal of the Policy and shall not include expiration or Notice of Conditional Renewal. Material reduction in coverage shall mean, with the Insured's agreement:

- policy limits shown in the declarations page get amended; or
- change in the deductible or self-insured retention, except where specific contract or project retentions are requested and agreed to by You and Us; or
- the application of a new policy exclusion not contemplated at inception except as required per state rules and regulations.

All other terms and conditions of the Policy remain unchanged.



(Authorized Representative)

MANUS

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ENDORSEMENT # 037

This endorsement, effective 12:01 a.m., 05-01-2016 forms a part of
Policy No. RGE5000255-05 issued to CH2M Hill Companies, Ltd.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTOMATIC ADDITIONAL INSURED'S PRIMARY COVERAGE

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization	Location(s) of Covered Operations
Any entity, person or organization you are required by any contract, permit, access agreement, executed prior to any loss to provide additional insured status under this Policy.	All Locations

A. Section II — Who is an Insured is amended to include as an additional insured the person(s) or Organization (s) shown in the schedule and any other person(s) or organization(s) you are required to add as an additional insured under the contract, permit or access agreement described in the schedule but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury caused, in whole or in part by:

1. "Bodily Injury", "property damage" or "personal and advertising injury" caused by your operations on the additional insured's premises; or
2. "Your work" for the additional insured and included in the "products-completed operations hazard"; or
3. Your acts or omissions; or
4. The acts or omissions of those acting on your behalf.

As respects 2, 3, and 4 the following also applies in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. Only when required by a contract, permit or access agreement this insurance applies to:
1. (a) All work on the project including service, maintenance or repairs to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or (b) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 2. "Bodily Injury" or "Property Damage arising out of any act or omission of the additional insured(s) or any of their employees, other than the general supervision of work performed for the additional insured(s) by you.

However the following applies to A and B above:

The insurance afforded to such additional insured(s) only applies to the extent permitted by law.

If coverage provided to the additional insured(s) is required by a contract, permit or access agreement the insurance afforded to such additional insured(s) will not be broader than that which you are required by the contract, permit or access agreement to provide for such additional insured(s).

C. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically required that this insurance be primary. In the absence of primary wording on the contract, we will agree to providing primary status to the Additional Insured in the event there is a Master Service Agreement with Primary coverage required. When this insurance applies on a primary basis for the additional insureds described above, it shall apply only to "bodily injury", "property damage" or "personal and advertising injury" caused by your work for that additional insured by or for you. Other Insurance afforded to those additional insureds will apply as excess and not contribute as primary to the insurance afforded by this endorsement.

The limits of insurance with respect to each person, organization or entity shall not exceed the limits of liability of the named insured. All insuring agreements, exclusions and conditions of this policy apply. In no event, shall the coverage or limits of insurance in this coverage form be increased by such contract, permit or access agreement.

All other terms and conditions remain the same.


(Authorized Representative)

Endorsement # I

Notification to Others of Cancellation Electronic Schedule



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3829621-14	05/01/2016	05/01/2017	05/01/2016	29253000	----	----

Named Insured and Mailing Address:

Producer:

CH2M Hill Companies, Ltd.
9191 S Jamaica St
Englewood CO 80112-5946

Marsh USA, Inc.
1225 17th St Ste #2100
Denver CO 80202-5521

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Architects and Engineers Professional Liability Insurance Policy

In consideration of the premium already charged, we agree with you, subject to all terms, exclusions, and conditions of the policy that:

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule provided to us by the first "Named Insured". Such schedule:
 - a. Must be initially provided to us within 15 days:
 - (1) After the beginning of the policy period shown in the Declarations; or
 - (2) After this endorsement has been added to the policy;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that this Policy has been cancelled;
 - c. Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.

Such Schedule must be updated and provided to us, by the first "Named Insured", during the policy period. Such updated Schedule must comply with paragraphs b., c., and d. above.

2. At least thirty (30) days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule provided to us.

B. Our notification, as described in Paragraph A. of this endorsement, will be based on the most recent Schedule provided to us by the first "Named Insured" as of the date the notice of cancellation is mailed.

C. Proof of mailing will be sufficient proof that we have complied with Paragraph A. of this endorsement.

We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provide to us as described in Paragraphs A. of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed By: _____
Authorized Representative

Date 5/1/2016

U-GL-113-A CW (4/90)



Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01 AM: **05/01/2016**
Forms a part of Policy No.: **42-UMO-302476-01**
Issued to: **CH2M HILL Companies, Ltd.**
By: **National Fire & Marine Insurance Company**

NOTICE OF CANCELLATION VIA EMAIL THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL RETAINED LIMIT LIABILITY INSURANCE POLICY
FOLLOW FORM EXCESS LIABILITY POLICY**

- I. The cancellation clause within Section **IV. CONDITIONS** is amended by the addition of the following subparagraph:

In the event we cancel this policy for any reason other than non-payment of premium, and:

1. The cancellation effective date is prior to this policy's expiration date;
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and
3. The First Named Insured has provided to us, either directly or through its broker of record, the email address for the Certificate Holder(s);

we will provide notice of cancellation via e-mail to such Certificate Holder(s) within 30 days after the First Named Insured provides such information to us; provided, however, that if a specific number of days is not stated above, then the notice of cancellation will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to us.

This endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this endorsement provide any insurance to any entities that are not otherwise insured under this policy.

- II. The following definition applies to this endorsement and is added to Section **V - DEFINITIONS**:

First Named Insured means the Named Insured shown on the Declarations Page of this policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL COVERAGE REDUCTION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation, Nonrenewal Or Material Coverage Reduction To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

In the event of a change that materially reduces or restricts the coverage afforded by this policy, other than reduction of limits of liability through payment of claims, we will provide notice of such coverage reduction to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the reduction is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation, nonrenewal or material reduction in coverage to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation, nonrenewal or reduction.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any entity, person or organization where required by contract, permit or access agreement.	60

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: May 1, 2016 Policy No.: RWD5000252-05 Endorsement No.

Insured: CH2M HILL COMPANIES, LTD. Premium: \$ Included

Insurance Company: XL Specialty Insurance Company

Countersigned By: _____

Project Number: I-11-4014

Consultant: CH2M HILL, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A - DCM	3248	3248	3248	3248	3248	3969	3969	3969	3969	3969	3969	3969	3969	44023
Task B - Master/ Concept Design	1265	1265	1265	1265	1265	844	844	844	844	843	843	843	843	12230
Task C - PS&E														
Task D - Task Orders	453	453	453	453	453	453	453	453	453	453	453	453	453	5436
TOTALS	4966	4966	4966	4966	4966	5266	5266	5266	5266	5265	5265	5265	5265	61689

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4014

Consultant: CH2M HILL, INC.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 120,500.00
(From Exhibit C-3)

Total Dollars: \$ 6,183,485.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 17,313,758.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 800,829.22

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ 9,782,630.46
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ 5,101,754.80
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ 14,884,385.26

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 32,998,972.48

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
Senior Manager	Alden, Laura Jane	70.00	70.00	
	Aldrich, Jeffrey	70.00		
	Baxter, Daniel	70.00		
	Boothe Jr., Roger	70.00		
	Brady, Mark S.	70.00		
	Catalanotte, Abraxas (AJ)	70.00		
	Chanowitz, Aaron	70.00		
	Farouz, Emad	70.00		
	Footo, Richard	70.00		
	Granzow, Edward F.	70.00		
	Harrison, Alex Thomas	70.00		
	Heimlich, Brad	70.00		
	Maday, Mark	70.00		
	Martin, Larry	70.00		
	O'Reilly, John	70.00		
	Pilecky, Lidia	70.00		
	Reid, Lisa M.	70.00		
	Shah, Jignesh	70.00		
	Thompson, Shawn	70.00		
	Turner, John Martin	70.00		
Vonic, Michael	70.00			
Senior Engineer	Baah, Daniel	70.00	66.69	
	Bechler, David	68.02		
	Coakley, Richard	70.00		
	Gavin, Matthew (Matt)	61.21		
	Mader, Stephen	70.00		
	Melnik, Dmitry	69.32		
	Mockenhaupt, Keith	60.74		
	Orman, Mark	69.52		
	Peterson, Anthony	68.16		
	Schmid, Karl E.	62.65		
	Silverman (Kolody), Kimberly	64.87		
	Sreenivasan, Athreya	63.84		
	Thomas, William (Randy)	64.24		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
	Victorine-Lewis, Tracy	68.35		
	Wilkie, Jennifer	69.41		
Engineer	Allender, Bradley	61.33	53.99	
	Baker, David Lee	60.00		
	Blackney, Chad	51.38		
	Chakrabarti, Saurav	45.29		
	Christopherson, Scott F.	55.37		
	Connor, Brian	60.71		
	Davis, Anneke J.	48.47		
	Gannis, Bryan	52.55		
	Glynn, Marie	61.40		
	Jackson, Johnny	60.76		
	Lynch, Steven (Steve)	60.59		
	Maechler, Edmund J. (Ed)	56.55		
	Matharu, Amarpal	48.44		
	Moller, Jason	53.43		
	Panguluri, Srikanth	51.96		
	Paulovich, Steven	54.45		
	Perez-Bravo, Dante	47.83		
	Shah, Manisha	46.68		
	Thomure, Jeffrey	54.93		
	Weaver, Charles (Jake)	57.46		
	Weaver, Michael A.	54.01		
	Weiland, Brett	46.29		
	Zhao, Xia (Rosa)	51.86		
Junior Engineer	Baseman, Amber	31.82	36.42	
	Bode, Calvin	44.05		
	Fox, Michael	48.10		
	Gerlach, Matthew Ryan	28.85		
	Glaser, Laura	43.45		
	Gong, Cheng (Angel)	31.32		
	Grebenschikov, Serge	31.85		
	Islam, Moudid	32.88		
	Kukadia, Sarah	42.98		
	Leska, Katherine	33.79		
	Manning, Brian	35.48		
	Mapp, Jamie	28.44		
	Matagi, Iosefa	41.11		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Meyer, Chad	43.92		
	Meyer, David	35.88		
	Mittal, Saurabh Shyam	40.11		
	Myszka, Thomas (Tommy)	33.76		
	Ostermann, Benjamin	34.94		
	Patel, Dipak	39.14		
	See, John Tobias	39.89		
	Simmonds, Kennedy	43.19		
	Tang, Gary	28.85		
	Toloz Barria, Pablo Andres	35.06		
	Truong, Minh Quang	27.22		
	Zhao, Jiguang	34.42		
Senior Planner	Frantz, Jeffrey (Jeff)	70.00	63.31	
	Klatt, David	56.04		
	Miller, Robert	65.58		
	Mittag, Mark	61.62		
Planner	Eichenauer, Jeff	55.89	51.92	
	Gerut, Mary	45.11		
	Kramer, Jill	50.94		
	Norrick, Christine	53.05		
	Tadic, Aleksandra	54.63		
Junior Planner	Archer, Sarah	32.01	35.02	
	Beasley, Justin	31.11		
	Flaws, Deborah	35.90		
	King, Aimee	40.27		
	Mallison, James	37.67		
	Marrs, Sarah	30.48		
	Martin, Lauren	32.56		
	Mykytiuk, Carla	41.17		
	Sarr, Thierry	35.05		
	Scherner, Ryan	39.34		
	Spande, Erik	43.21		
	Vegvary, Olga Marie	21.51		
Senior Technician	Davis, Jonathan J.	53.48	51.52	
	De Bonis, Debra (Deb)	48.18		
	Derosa, Michael	51.27		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Godbole, Bhushan A.	63.73		
	Lewandowski, Anthony	61.04		
	Maday, Lori	39.60		
	Martin, Justin	47.53		
	Meyer, Kerry	51.17		
	Norred, Amy	46.65		
	Santiago, Antonio	48.90		
	Spivey, Garry	48.64		
	Yang, Ke	58.00		
Technician	Antel, Robert (Dash)	40.66	33.04	
	Archer, Jon	44.50		
	Bigda, Steven Francis	22.28		
	Buckvold, Kari	30.97		
	Chancellor, Thomas J.	24.61		
	Chelonis, John	37.58		
	Cianfrocco, Angelo	22.60		
	Dishman, David	30.82		
	Hancock, David	44.18		
	Holzwarth, Rebecca (Becky)	32.50		
	Kujawa, Conrad	31.41		
	Pham, Michael	40.57		
	Pierce, Martin	29.15		
	Sauers, Chandra Taryn	33.63		
	Smyth, Shannon Lee (Shannon)	32.09		
	Stearns, Sara	29.24		
	Strehlow, Robert (Rob)	28.15		
	Walker, Patrick	39.84		
Office	Anderson, Pamela	32.81	27.19	
	Becerra, Victoria	25.61		
	Belvisi, Rebecca	24.71		
	Brown, Nancy	26.69		
	Emery, James R.	22.13		
	Faulkner, Michelle C.	31.01		
	Frausto, Sandra	22.77		
	Freixeira, Debora	32.62		
	Grimshaw, Kathleen	32.91		
	Jeray, Gregg R.	18.55		
	Joshi, Pushpa	26.02		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Monico-Barros, Rodrigo	22.27		
	Neal, Charlize	27.61		
	Phipps, Jason	30.37		
	Saunders, Rachel	24.07		
	Schmitt, Gail	28.12		
	Sheldon, Heidi	25.87		
	Shimko, Megan	20.59		
	Taggart, Donna L.	42.17		
	Thornton, Izabela Marzena	26.80		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: L-11-4014

Consultant: CH2M HILL, Inc.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24

NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 4/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

6/1/2016	-	3/31/2017	4/1/2017	-	3/31/2018	4/1/2018	-	5/31/2018							
Date		Date	Date		Date	Date		Date	Date	Date	Date	Date	Date	Date	Date
10.0		24.0	12.0		24.0	2.0		24.0	24.0	24.0	24.0	24.0	60.0		
41.87%		51.50%		8.84%											
Factor First Period		Escalation Factor Second Period		Escalation Factor Third Period		Escalation Factor Fourth Period		Escalation Factor Fifth Period		Escalation Factor Sixth Period					

The escalation factor for this project is: 102.01%

Project No.: I-11-4014

Consultant: CH2M HILL, Inc.

Date: 4/7/2016

Total Escalation Factor from C-2: 102.01%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW	(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Senior Manager	\$70.00	\$70.00	20,650.00	\$ 1,445,500.00
Senior Engineer	\$66.69	\$68.03	17,700.00	\$ 1,204,131.00
Engineer	\$53.99	\$55.07	26,600.00	\$ 1,464,862.00
Junior Engineer	\$36.42	\$37.15	13,900.00	\$ 516,385.00
Senior Planner	\$63.31	\$64.58	1,700.00	\$ 109,786.00
Planner	\$51.92	\$52.96	6,400.00	\$ 338,944.00
Junior Planner	\$35.02	\$35.72	10,200.00	\$ 364,344.00
Senior Technician	\$51.52	\$52.55	3,400.00	\$ 178,670.00
Technician	\$33.04	\$33.70	1,250.00	\$ 42,125.00
Office	\$27.19	\$27.74	18,700.00	\$ 518,738.00

Total Estimated Work Hours: 120,500.00
Must Match Exhibit A

Total Direct Labor: \$ 6,183,485.00

Average Hourly Rate: \$ 51.32

(1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.

* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

EXHIBIT D**REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES****A. VEHICLE REIMBURSEMENT**

Daily Rate	<u>\$ 55.00</u>	X	<u>300</u>		<u>\$ 16,500.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.540</u>	X	<u>25,000</u>		<u>\$ 13,500.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 30,000.00</u>
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B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:\$ 188,249.02http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF**C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:****DIRECT COST CATEGORY**Train/Taxi Fare, TransitPrintingReport Assembly, Binding, CoversOutside Scanning ServicesCDs/DVDs (includes repro)Temporary Help/ Contract LaborPermitting fees (various agencies)Permit application feesRailroad agreement fees & reimbursementsUtility agreement fees & reimbursementsAerial Videography, Historic DataPresentation BoardsProject Specific DisposablesSee attached

TOTAL ITEMIZED DIRECT COSTS					<u>\$ 582,580.20</u>
------------------------------------	--	--	--	--	----------------------

Itemized Direct Costs (Continued)

Security

A-V Production

Mobile App Development/ Support

Translation Services

Utility Clearance Services (for PSI)

~~Health & Safety Equipment (PID, Multi-rae)~~

~~Sampling equipment (pumps, water quality, GPS camera)~~

~~Personal protective disposable equipment/ clothes, PPE, gloves, expendables~~

~~55-gallon Drums for investigative derived waste~~

Title commitments

Media and public outreach event supplies

Construction outreach event provisions

EcoSys, D.R. McNatty, and MLM Project Services

EcoSys Software

Office Space Rental

Monthly vehicle rental for O'Hare Airport work

Airline baggage fees

Airspace evaluation (vendor)

Geo-probe (vendor)

(Actual cost for all)

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: CH2M HILL, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Brad Heimlich

Classification: Senior Manager

Project Manager: Lidia Pilecky

Classification: Senior Manager

Project Engineer: Aaron Chanowitz

Classification: Senior Manager

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: Keith Mockenhaupt

Classification: Senior Engineer

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

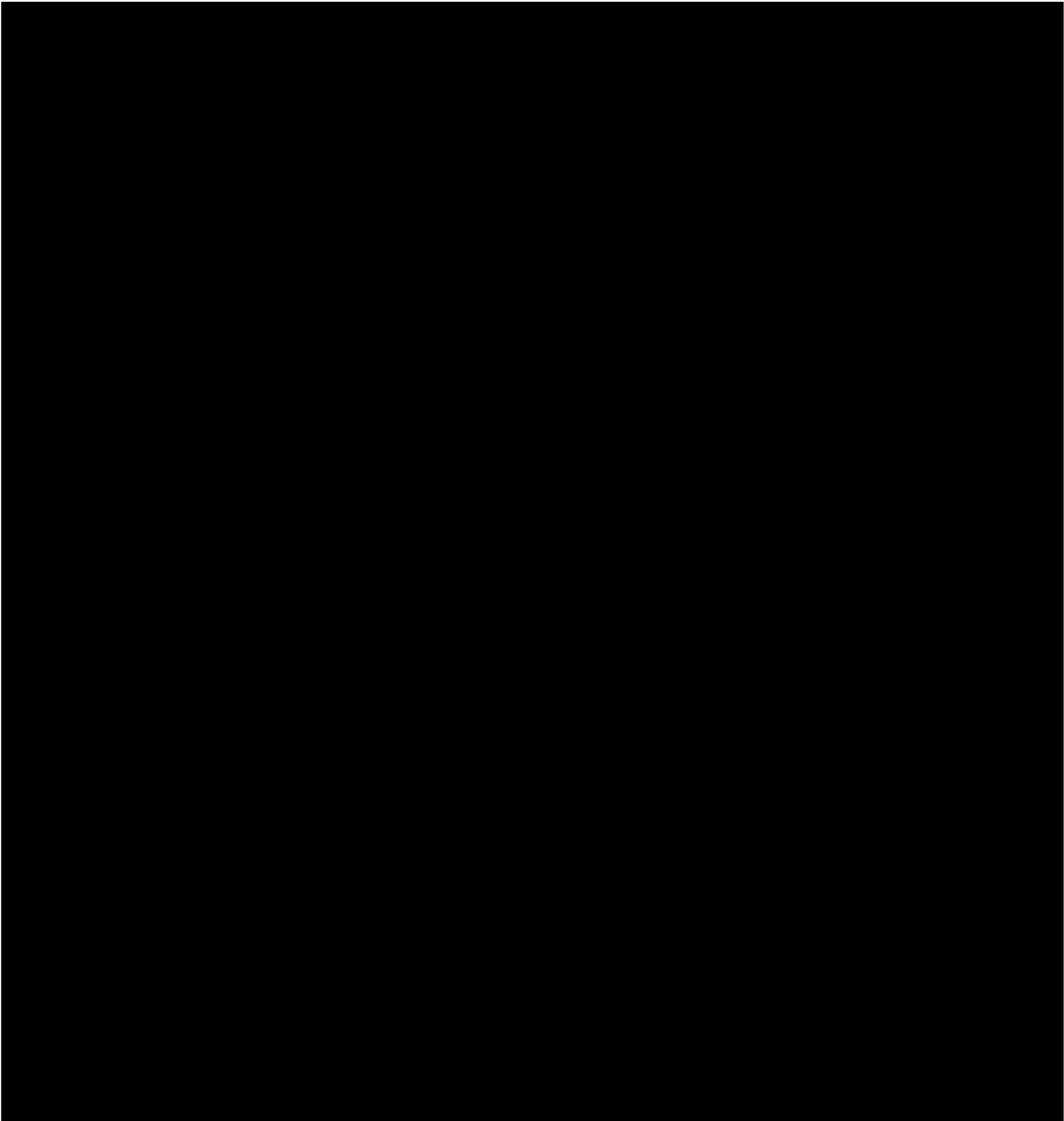
Classification: _____

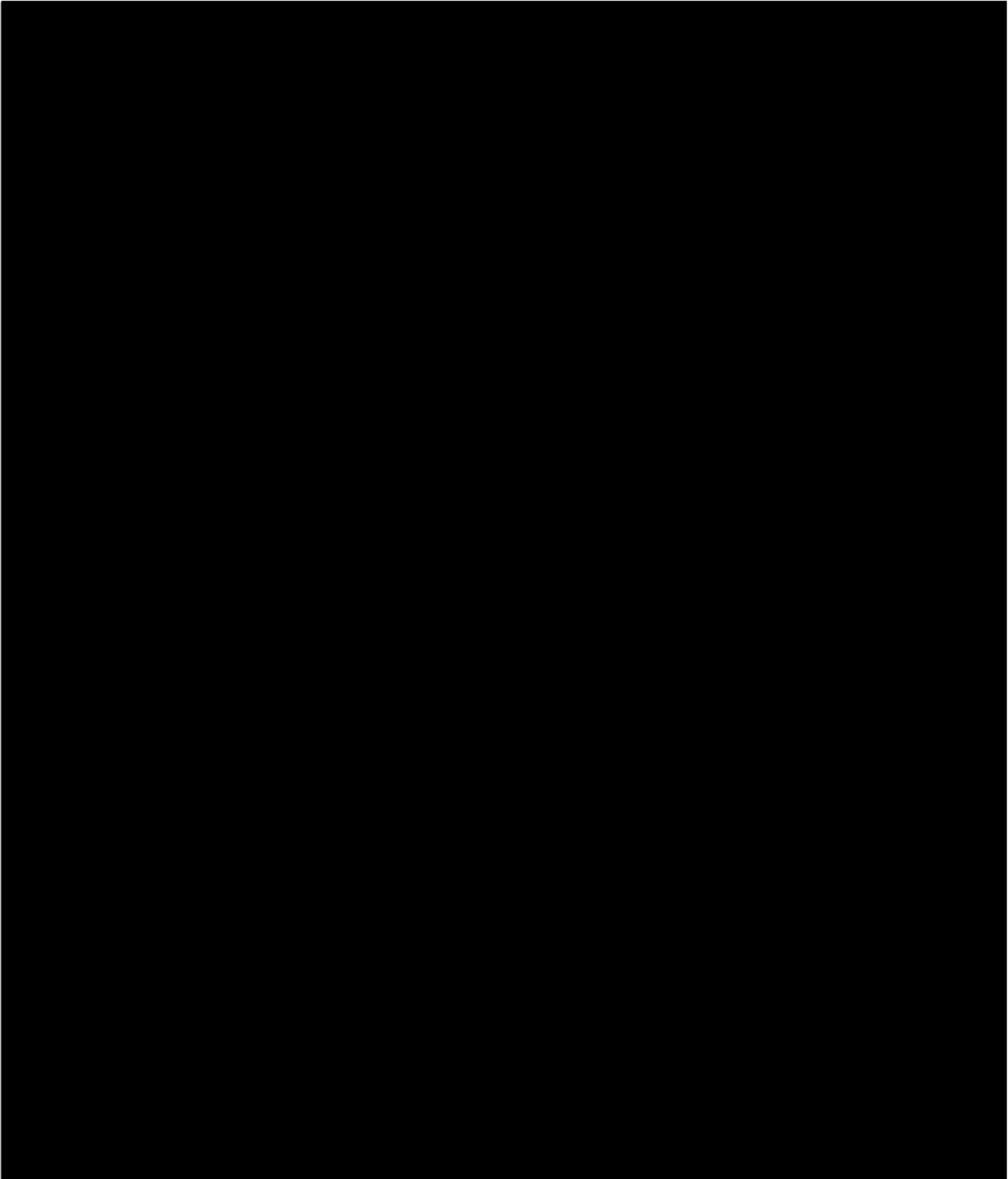
Others: _____

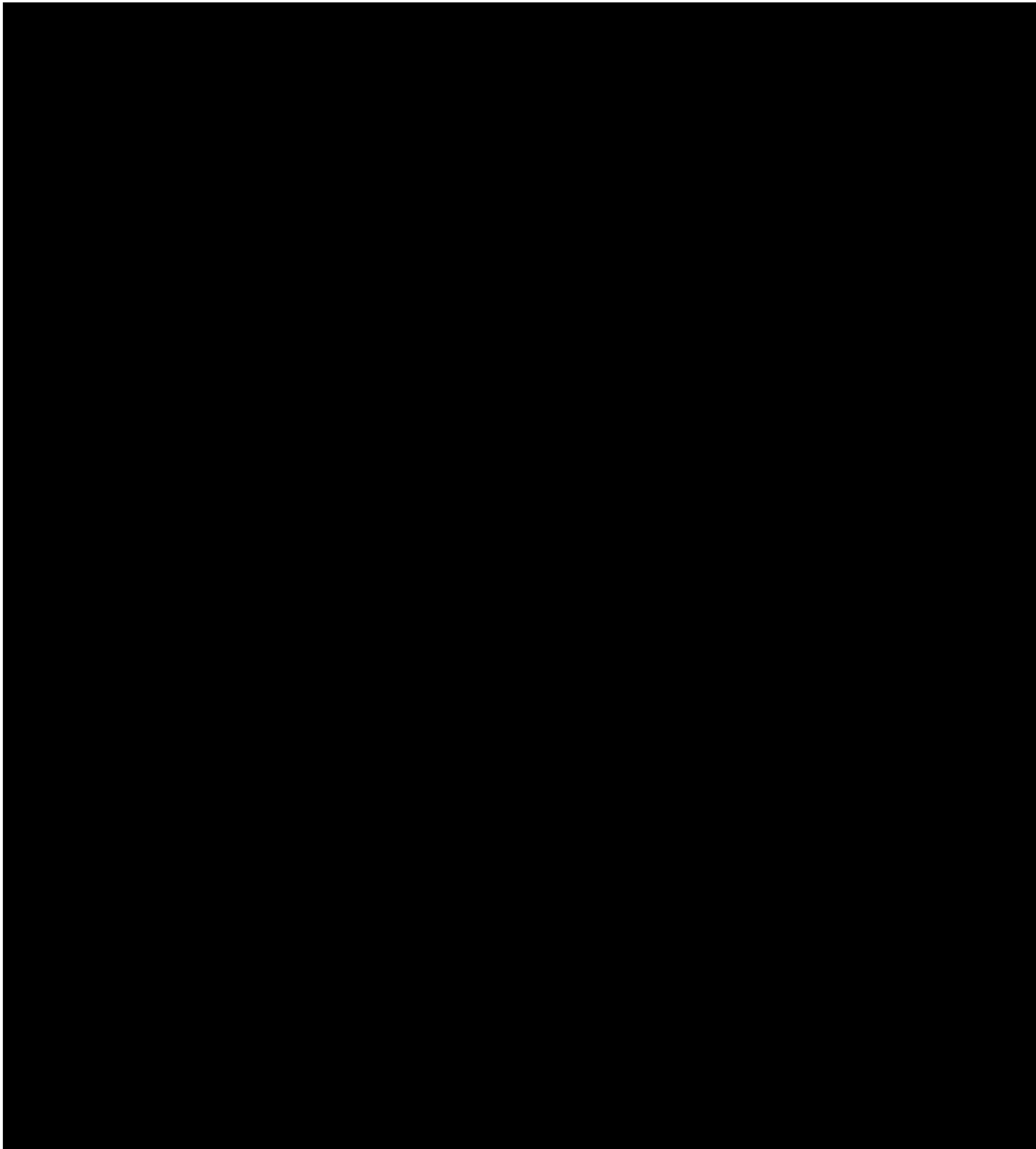
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

Brad Heimlich
Senior Manager

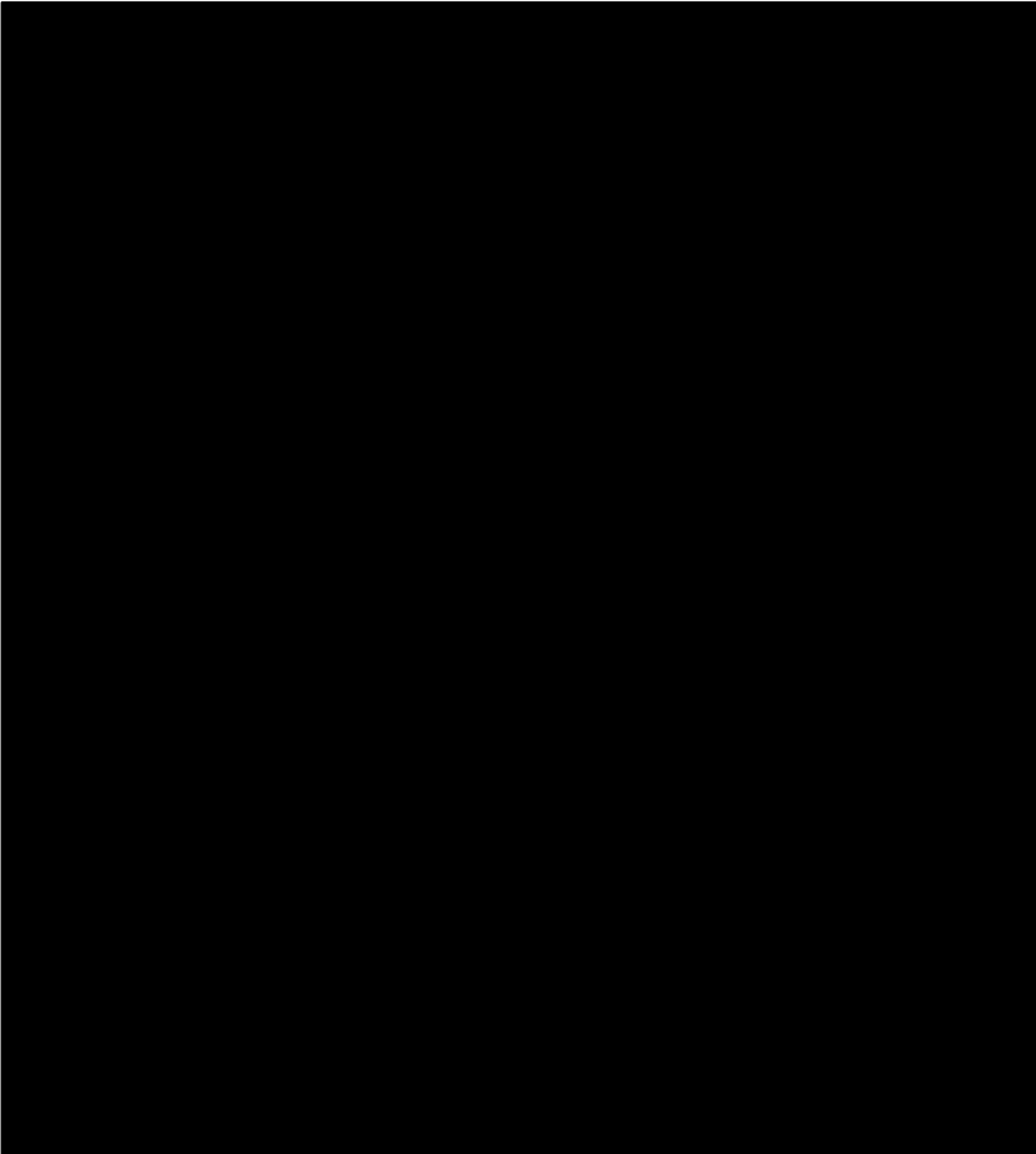


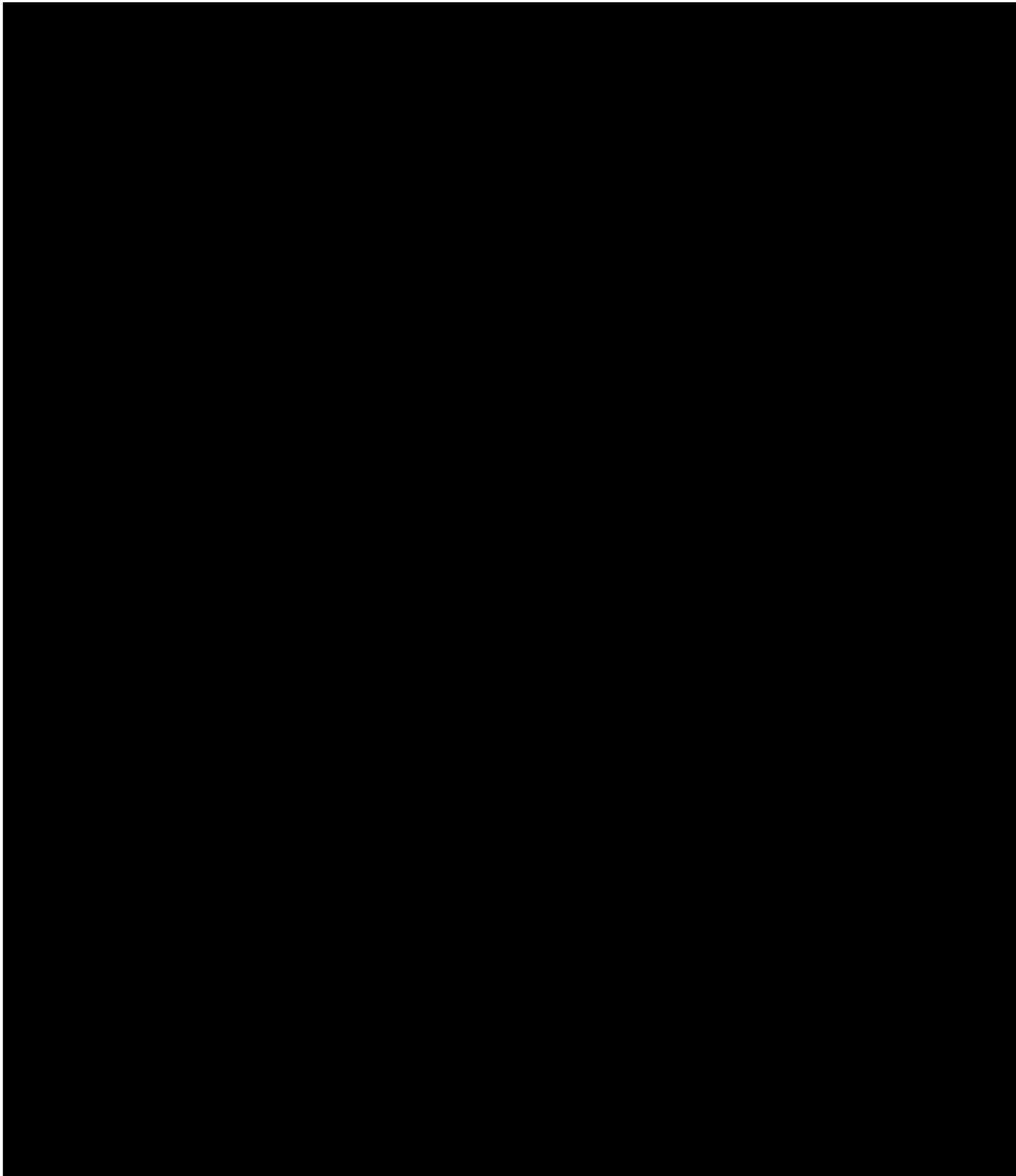


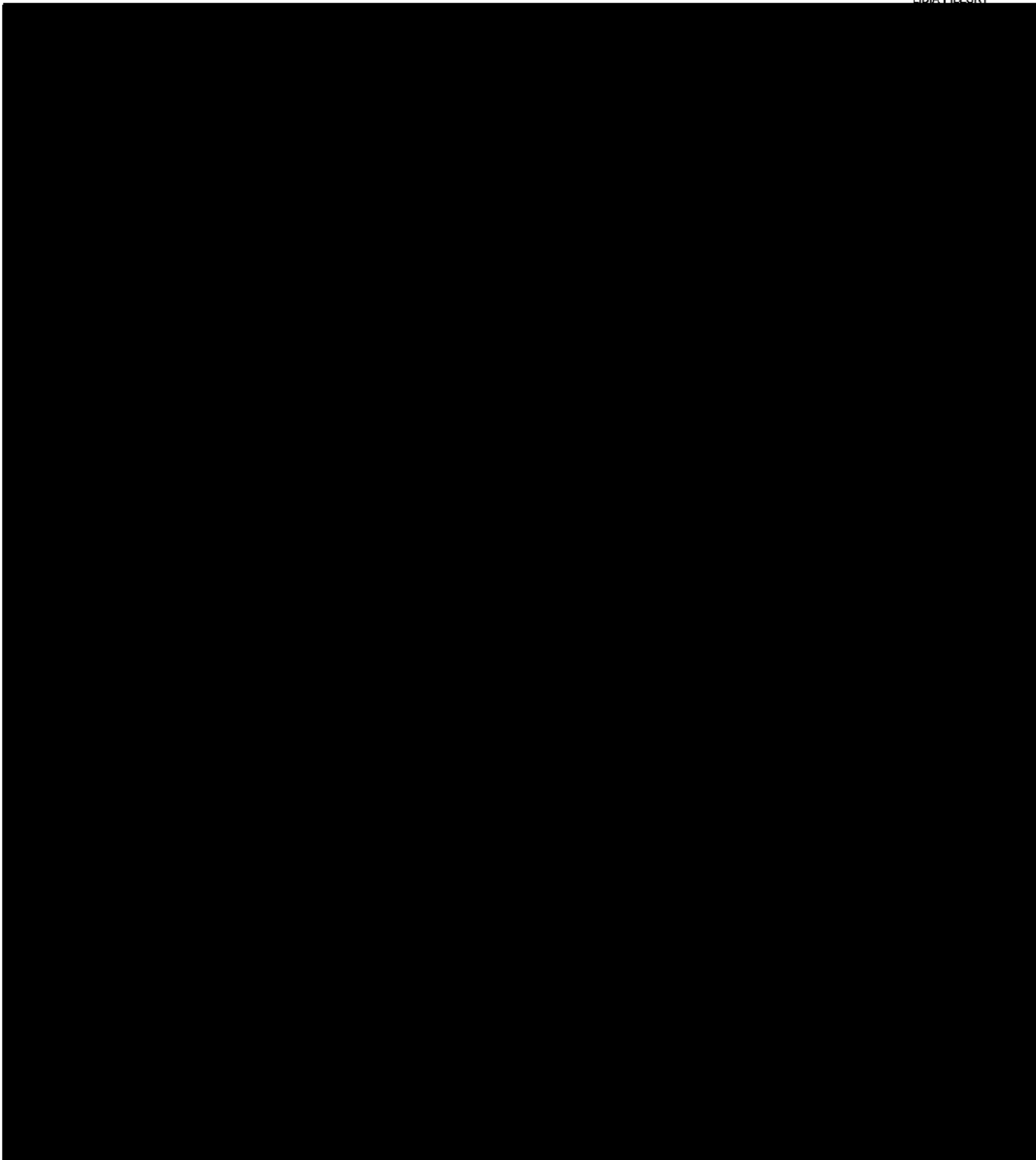


Lidia Pilecky, PE

Senior Manager

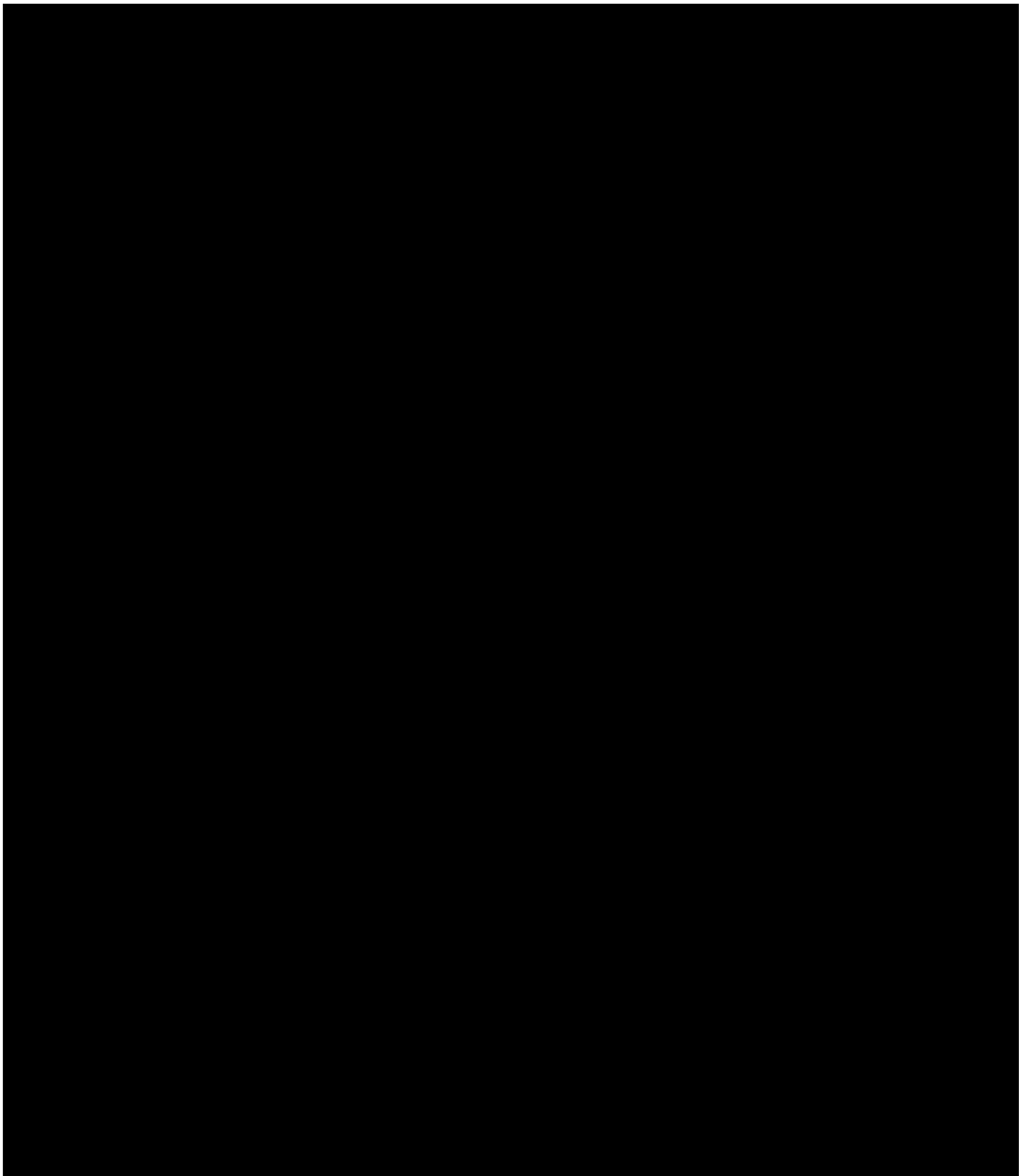


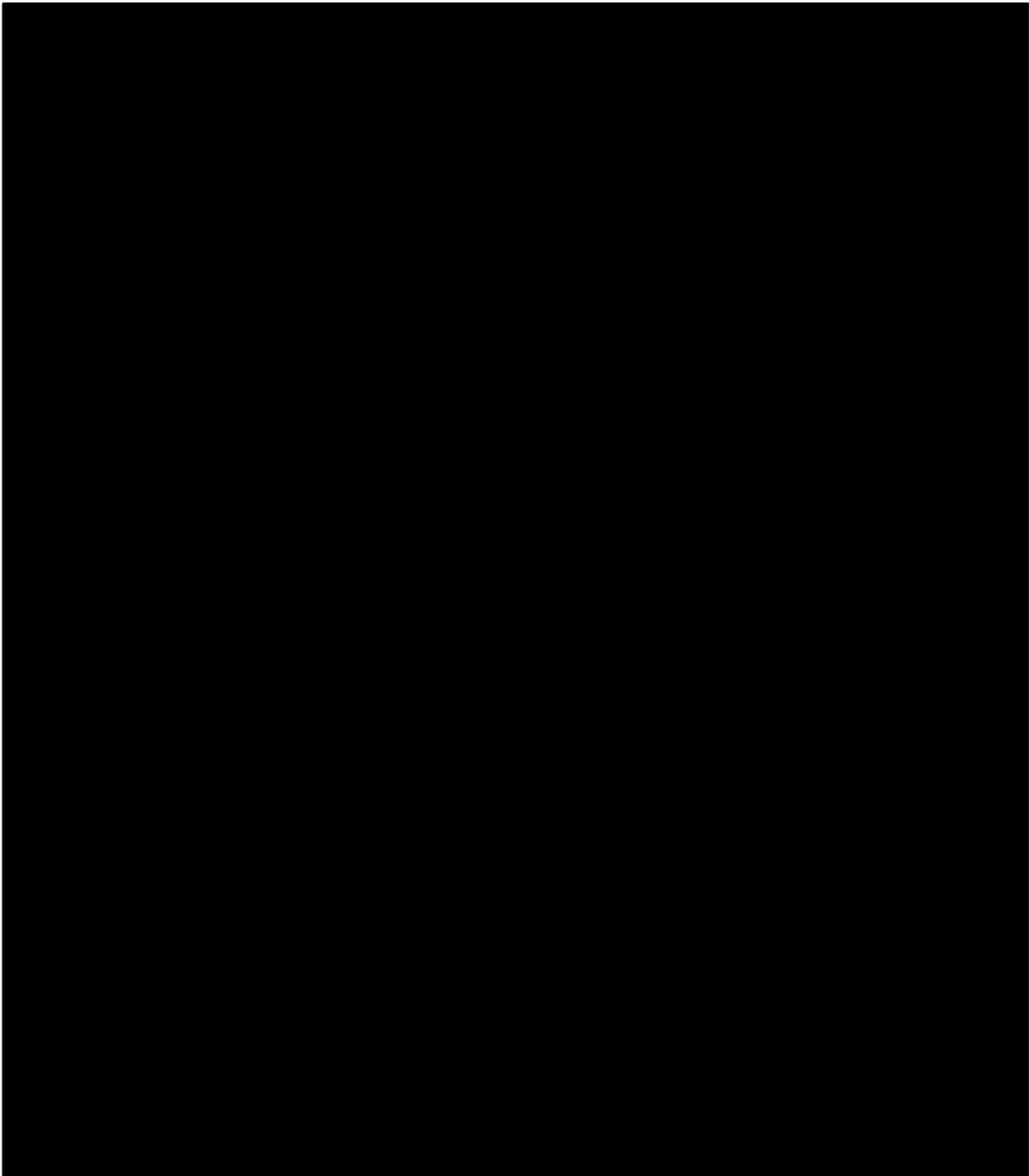




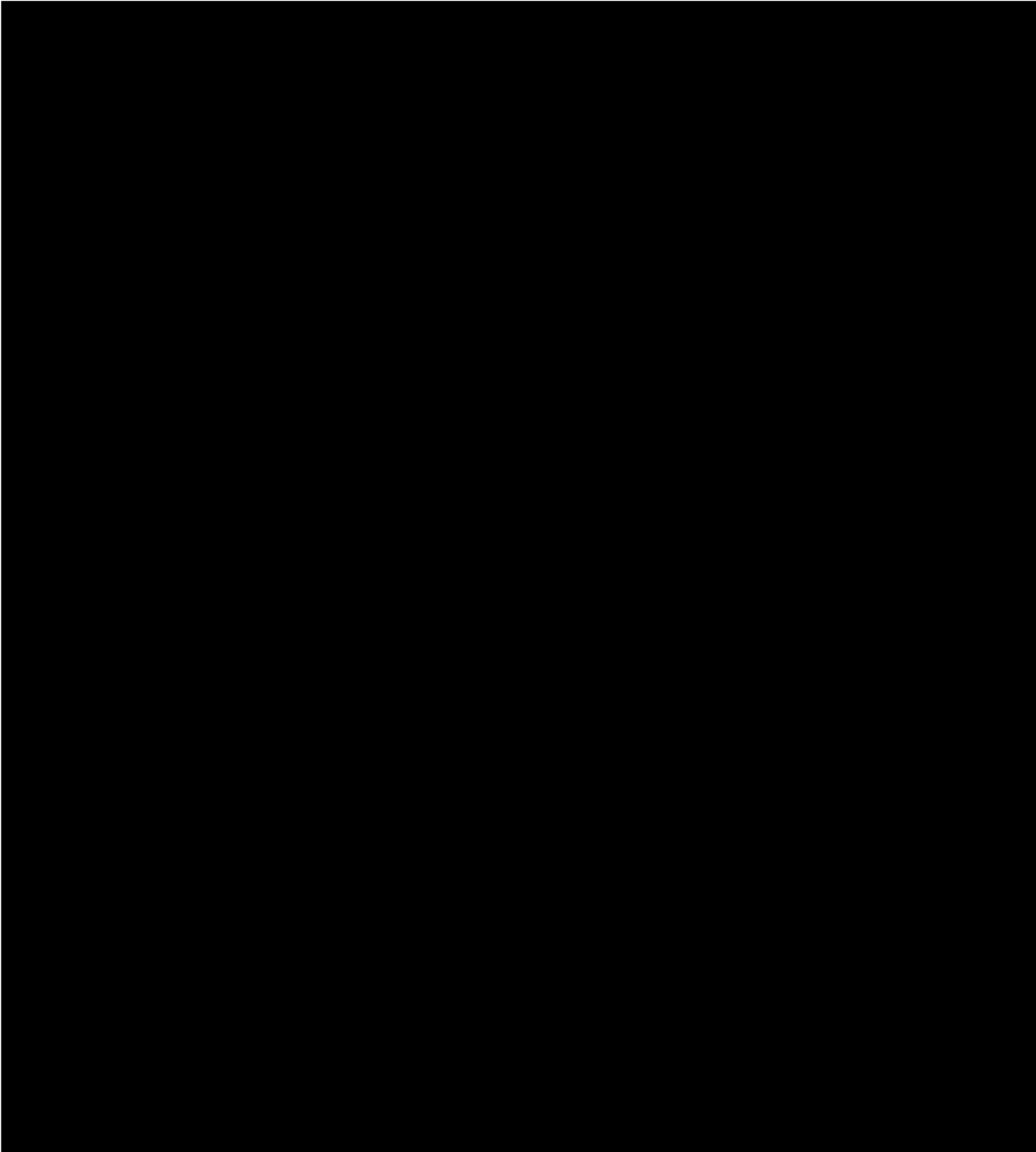
Aaron Chanowitz

Transportation Engineer





Keith Mockenhaupt, SE, PE
Senior Engineer – Structures



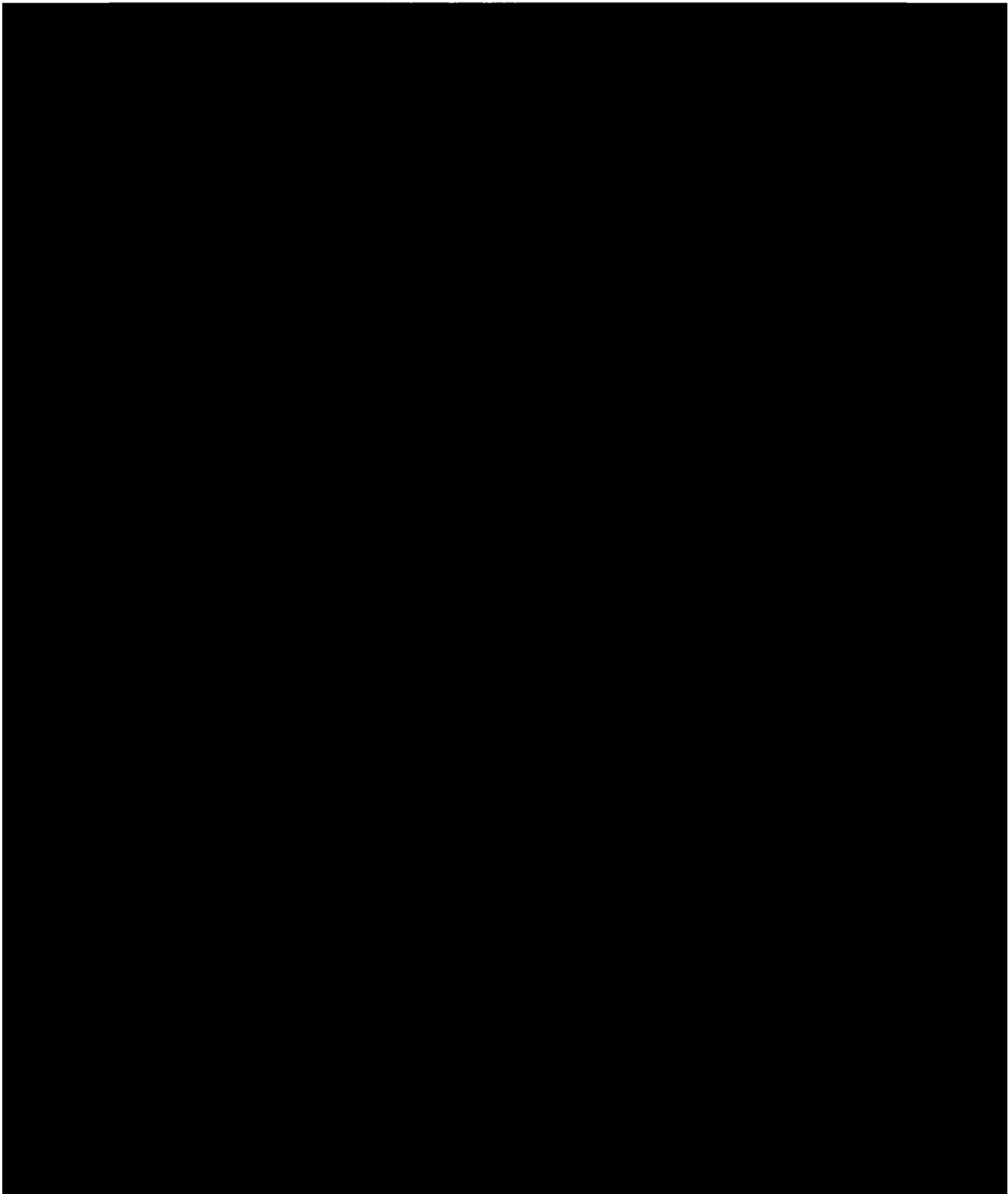


Exhibit F

Scope of Work (Final)

**Design Corridor Manager
Elgin O'Hare West Bypass Tollway**

Contract No. I-11-4014
Supplemental Agreement #2

Illinois State Toll Highway Authority

A. Design Corridor Management (DCM)

The DCM will provide continuing Design Corridor Management services as required to advance design phase development and implementation of the EOWA program. These services will be provided through the 2-year duration of the DCM services extension as provided via Supplemental Agreement #2.

1. Program Controls and Funding Plan Support

- **Scheduling:** The DCM will review and manage the overall EOWA Master Program Schedule in coordination with individual DSE's and the Tollway. The schedule will identify and track progress of schedules related to program implementation status, including: DSE schedules, DUR/SUR schedules, construction letting schedules, and construction schedules. The DCM will coordinate the overall EOWA program schedule with involved DSE's. This will include review of DSE recommended schedules for compliance with overall program requirements and facilitating resolution of potential scheduling conflicts. The DCM will also incorporate construction schedule data from the Tollway EOWA Construction Team (CCM's, CM's, PMO) into the Master Program Schedule for construction related activities based on information provided by Tollway Construction Project Managers, the Construction Corridor Manager and individual Construction Managers.
- **Budget Management:** The DCM will review and manage the overall EOWA Program Budget in coordination with the Tollway, the PMO, and other involved agencies. Effort will include: preparation of annual EOWA budget recommendations; development and updates to proposed project budgets (including PIR's/PCR's validation, routing and Catapult, E-Builder and EcoSys system entry); budget change management and documentation including support for preparation of associated Staff Summary Sheets for proposed scope/schedule/budget revisions; management and updates to the EOWA budget by fund source, including tracking and reporting of funding and in-kind services by others.
- **Cash Flow/Earned Value:** The DCM will coordinate MSR submittals for the EOWA program including entry into the Catapult system. The DCM will also prepare project cashflow reporting to Tollway, PMO and other agencies as directed. The cashflows will be prepared annually or as needed to provide Tollway with detailed project forecast spending information to support annualized and total project funding needs.
- **Risk Management:** The DCM will perform Risk Management tasks as described in the following. Using the EOWA Risk Management Tool, the DCM will monitor and evaluate risks on an ongoing basis. The DCM will meet regularly with key Tollway and EOWA project staff to review and update risk status and action plans.
- **Performance Reporting:** The DCM will maintain and update the overall Program Performance Dashboard Report for the EOWA through the contract duration. For budgeting purposes, it is assumed that a monthly status report will be generated reporting performance related to program goals and objectives.
- **EOWA Implementation Plan Management:** Maintain and update the overall EOWA Implementation Plan and Master Contract Packaging Plan based on for individual sections (tollable segments) and construction contract packages of the EOWA program. Recommended updates will be coordinated with the Illinois Tollway, the PMO, and with involved DSE's/DUR's. Effort for this task will generally consist of the following: review and coordination of the overall EOWA Implementation Plan to provide on-schedule completion of ongoing sections of the EOWA; analysis of scheduling/sequencing options for future project sections; review and coordination of scheduling/sequencing options for project sections being implemented by other agencies and adjacent improvements planned by the Illinois Tollway and other agencies; management and updates to the initial contract packaging concept (identified during prior EOWA concept design efforts) to reflect changed conditions during final design and DSE recommendations. The DCM will maintain an overall EOWA Implementation Plan exhibit illustrating the timeframe and sequence for EOWA program implementation, as well as an overall EOWA Construction Packaging exhibit illustrating individual construction contracts.

- **Construction Materials Inventory**: The DCM will review construction material requirements through the duration of the DCM contract. This effort will be coordinated with the PMO for compatibility with program-wide estimating and material requirements.
- **Estimating**: The DCM will review and manage the overall EOWA program cost estimates in coordination with individual DSE's, the PMO, and Tollway. Program estimating will consist of the following:
 - Manage the preliminary and final construction estimates through the contract duration. DSE's will provide construction estimates to the DCM at required intervals, and the DCM will incorporate estimates into the Master Program Budget. Likewise, the DCM will incorporate construction cost data into the Master Program Budget in coordination with the Construction Corridor Manager and individual Construction Managers. The CCM and CM's will be responsible for compiling and validating construction cost data and providing information to the DCM to incorporate into the overall Master Program Budget.
 - The DCM will perform reviews of DSE construction cost estimates. For budgeting purposes, it is assumed that the DCM will perform cost reviews for design-phase development of upcoming EOWA construction contract packages, currently estimated at up to approximately 20 ongoing or pending contracts during the DCM contract duration.
 - The DCM will be responsible for bid phase estimate coordination, bid analysis and preparation of the bid recommendation memos for EOWA contracts, with the exclusion of the EOWA section for which the DCM has prepared design plans (Meacham/Medinah Road to Prospect Avenue) for which the PMO would provide any additional associated services.
- **Program Implementation Service Needs**: Assist the Tollway with identifying and maintaining an inventory of future professional service needs required to advance the EOWA implementation plan.
- **FHWA Major Projects Documentation Updates**: The DCM will maintain and update the EOWA Project Management Plan and EOWA Financial Plan in conformance with FHWA requirements through the DCM contract duration as follows:
 - The DCM will prepare annual updates to the EOWA Financial Plan coinciding with the conclusion of the Illinois Tollway's 2016 and 2017 fiscal years. The updates will be prepared in conformance with FHWA guidance and requirements, and will be coordinated with other involved agencies. The DCM will coordinate review required approvals with the Illinois Tollway (leadership and involved Departments), IDOT, and FHWA.
 - The DCM will perform annual reviews of the EOWA Project Management Plan coinciding with the annual updates to the Financial Plan. A summary of the annual review will be provided to Tollway management, and if updates are required, effort for development of an updated EOWA Project Management Plan would be proposed via a future DCM Task Order assignment (Task D).
- **EOWA Financial Plan Implementation Support**: The DCM will facilitate and support coordination with others related to other funding and in-kind services for the EOWA program. Effort will consist of: tracking and reporting of funding and in-kind contributions from other sources; review and coordination of implementation process requirements related to other funding sources; review of potential future sources and uses for other funding sources. If required, support for pursuit of future funding opportunities from other sources would be provide via a future DCM Task Order assignment (Task D).

2. Design Reviews

- **EOWA Design Review Management**: The DCM will coordinate and facilitate the overall EOWA design review process with the Illinois Tollway Design Review Team as well as all

involved external reviewing agencies and parties. This effort includes distribution of DSE deliverables for internal (Tollway and DCM team) and external agency reviews; tracking and compiling review comments; facilitating resolution of review issues; checking DSE comment disposition for completeness and consistency with EOWA design guidelines; facilitating final plan check meetings. This includes maintenance of the EOWA design review comment log. Individual DSE's are solely responsible for appropriately addressing design review comments from internal (Tollway and DCM) and external reviewers, and for ensuring that appropriate revisions are incorporated into final plans, specifications and estimates.

- **DSE/DUR Limited Design Reviews:** The DCM will perform limited reviews of DSE/DUR roadway plan submittals with a focus on the following: compliance with concept design and environmental commitments; compliance with corridor-wide design element requirements; design consistency between adjacent DSE sections and construction contracts. Individual DSE's will be responsible for the accuracy and correctness of their respective submittals. For budgeting purposes, it is estimated that up to 12 construction plan sets will be reviewed at up to three separate junctures (following Preliminary, Pre-final and Final Plan submittals), and an additional 10 construction plan sets will be reviewed for preliminary plan submittals during the DCM contract duration. The DCM will also review up to 6 DSE Concept Design Review Memoranda. Reviews will be performed for select disciplines only as noted below by professional staff with technical expertise in the following areas:
 - Maintenance of Traffic/Construction Staging
 - Roadway, Signing and Striping
 - Drainage & Erosion Control
 - Tolling and ITS
 - Utilities, Landscaping, and Aesthetics
 - FAA Design Requirement Compliance
 - Railroad Design Requirement Compliance

The intent of these reviews will be to assess consistency with corridor design standards. They will not include detailed review of DSE plans, calculations, special provisions or other work products, and will not be meant to replace QA/QC procedures by the responsible DSEs. The DSEs/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's limited review of DSE work products. The DCM will not perform technical reviews of the following elements: structures, maintenance facilities, roadway/structure geotechnical reports, and specifications.

- **Land Acquisition DUR Limited Reviews:** For Land Acquisition DURs, the DCM will conduct limited reviews of DUR plat of acquisition submittals focused only on consistency with ROW acquisition requirements as defined by individual DSE's/DUR's. It is assumed that the DCM will not be responsible for performing technical reviews of land acquisition submittals, nor of checking survey documents against Tollway checklists and legal descriptions against titles, as these reviews would be conducted by other consultants via separate contract to the Tollway.
- **Field Survey SUR Limited Reviews:** For Field Survey SUR deliverables, the DCM will conduct limited technical review of SUR consultant survey submittals. This consists of checking survey documents against Tollway checklists, as well as geographic limits, datums, details and controls.
- **EUR Limited Reviews:** DCM reviews will be limited to senior-level technical reviews of ESA's for select complex investigation areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The EUR's/preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the EUR to the DCM as a

result of the DCM's limited reviews. The DCM will not perform technical reviews of typical ESA submittals; it is assumed that EUR consultants and others will be responsible for these technical reviews.

- SUE DUR Limited Reviews: The DCM will not conduct technical reviews of Quality Level B and Quality Level A designations. It is assumed that appropriate reviews will be performed by the involved DSE.
- Geotechnical and Structural Limited Reviews: DCM reviews will be limited to senior-level technical reviews of geotechnical investigations and structural design for select complex areas only. These limited reviews would be related to the DCM's Senior Technical Advisor Support services (see below) and would be provided at the request of the Tollway. The DSE/DUR preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE/DUR to the DCM as a result of the DCM's limited reviews. The DCM will not perform technical reviews of typical roadway and structural geotechnical reports or for typical structural design submittals. It is assumed that DSE/DUR consultants will be responsible for these technical reviews.
- DCM Technical Support During Construction: The DCM will provide limited technical support during construction to address potential issues encountered for select disciplines. A focus of this effort will be to facilitate compliance with project commitments and regulatory requirements. It is anticipated that DCM technical support will be required for the following – landscaping, aesthetics, drainage & erosion control, AET/ITS, and signing. The CCM/CM team will be responsible for identifying issues requiring DCM technical support and coordinating as appropriate with Tollway PM's and involved DSEs.
- Senior Technical Advisor Support: The DCM will provide a team of Senior Technical Advisors to assist the Tollway with independent reviews of design development concepts being prepared by DSE's for select complex project elements. This team will consist of senior technical staff with expertise in complex structural and geotechnical design, railroad engineering, and environmental remediation. Senior Technical Advisors will be engaged at the request of the Tollway. The DSE preparer of each work product will retain full responsibility for the quality and content of work products and no transference of responsibility for Errors and Omissions shall occur from the DSE to the DCM as a result of the DCM's Senior Technical Advisor involvement.

3. Land Acquisition Support

- EOWA Land Acquisition Program Management Support: The DCM will continue to support the Illinois Tollway with management of the overall EOWA land acquisition program as needed to track location, status, and purchase schedule for all required privately and publicly held right-of-way (ROW). The EOWA Land Acquisition Tracking Tool will be maintained and updated through the DCM contract duration to reflect design phase refinements and to track status of various ongoing land acquisition activities. This will include tracking and coordination of EOWA ROW being acquired by IDOT. Activities for this effort may include the following: overall work flow status review for ongoing ROW activities being performed by the Tollway and associated SUR's; facilitating resolution of land acquisition status and review issues; supporting upload of final ROW documents to the iROW system.
- iROW System Updates: The DCM will utilize the Tollway's GIS based Right-Of-Way Tracking Tool for the purpose of initiating the acquisition of each parcel. This will include parcels to be secured by the Tollway and by IDOT per the IDOT/Tollway agreement. Effort includes data input and quality assurance review and technical support as needed so that database updates are maintained through the duration of the DCM contract.
- ROW Requirements Design Coordination: The DCM Land Acquisition Task Manager will serve as the single point-of-contact with Tollway DSE's/DUR's/SUR's to confirm ROW requirements for individual EOWA construction contract packages. This will include review of potential DSE revisions to ROW requirements or need dates, as well as coordination with DSE's related to potential ROW modifications identified by the Tollway Land

Acquisition team. In conjunction with the DSE's/DUR's, the DCM will verify and finalize all ROW requirements, and coordinate final requirements with SUR's. Upon final identification of the needed lands, the DCM shall obtain an ALTA Title Commitment for potential additional ROW parcels; for budgeting purposes it is assumed that Title Commitments may be required for up to an additional 20 properties and are included as a reimbursable direct cost.

- DSE Platting and ISTHA Review Coordination: Pursuant to processing the ROW document reviews (Tollway ISO 3115 Procedure), the DCM will coordinate distribution of documents to the Tollway's designated Review Team. This includes: tracking and compiling review comments; facilitating resolution of review issues; and confirming that review comments are incorporated into final ROW documents through use of the Tollway's Web Based Project Management System.
- Relocation and Demolition Tracking Support: The DCM team will provide required support and coordinate with the Tollway team regarding relocations and demolition activities. It is anticipated that the relocation assistance services will be provided by others, with the DCM providing required information related to EOWA ROW needs. It is anticipated that the DCM will track and coordinate assignment of demolition activities with involved DSE's/DUR's and agency staff (Tollway and IDOT).
- EOWA Land Transfer Review and Intergovernmental Agreement Coordination Support: The DCM team will facilitate review and approval of agency land transfers related to the EOWA program including land transfers associated with the first tolling segment (IL 390: US 20 to IL 53) and second tolling segment (IL 390: IL 53 to Western Access). This will include support for determination of ROW ownership boundaries, including associated coordination with the Tollway and adjoining jurisdictional agencies; coordination of plats and legal descriptions (performed by others); coordination of agency reviews; support for preparation of materials and information for associated Intergovernmental Agreements. Effort for preparation of IGA's is included separately in Task B.04.
- IDOT ROW Certification Coordination Support: The DCM Land Acquisition Task Manager will lead coordination efforts to secure IDOT ROW certification for any federally-funded EOWA construction contract. This includes coordination of ROW submittals, review and approval of all plats/legal descriptions, Plat of Highways, appraisals and negotiations.
- It is assumed that DSE's/DUR's/SUR's shall be wholly responsible for obtaining all additional needed Plats of Survey and/or Plats of Acquisition for each identified parcel, as well as appraisal, negotiation and/or condemnation services. If requested by the Tollway, the DCM could provide additional land acquisition services via a future DCM Task Order assignment (Task D).
- It is assumed that the Tollway EUR will be responsible for preparation of Land Acquisition Environmental Technical Memoranda for future acquisitions of parcels involving potential environmental conditions. The DCM team will provide guidance to the EUR regarding Tollway requirements and will support the Tollway with coordination, review and tracking of technical memoranda prepared by others.

4. Traffic Modeling and Analysis

- Maintain and update the EOWA travel demand sub-area model through the contract duration. The model will be updated to reflect network changes based on construction phasing activities on the EOWA and adjoining projects.
- Develop traffic assignments for existing conditions, construction staging conditions, and proposed conditions as required to support ongoing EOWA design development efforts by the Illinois Tollway's Design Section Engineers (DSE's).
- Perform select traffic operational analyses (HCS, SYNCHRO) only as required to support consideration of corridor-wide construction phasing and scheduling options as part of the EOWA Implementation Plan Management (see Task A.01). For budgeting purposes, it is assumed that DSE's will be responsible for preparation of traffic operational analyses required for design development within their respective sections.

- Provide technical support and facilitate coordination of proposed detours with IDOT and other involved jurisdictional agencies.
- The DCM will not be responsible for generating any toll revenue data or analyses. Any required toll revenue information would be provided independently by the Tollway Traffic Consultant.

5. Public Coordination

- The DCM will provide continued support for EOWA public coordination efforts and will serve as the overall EOWA Program Communications Liaison with the Tollway Communications Department through the Supplemental Agreement #2 contract duration. Activities and support services are anticipated to consist of the following.
- Fact Sheets/Newsletters/Brochures: Assist the Tollway Communications Department with preparation of required public coordination materials such as project updates, eNewsletters, and fact sheets. Up to 10 such documents are anticipated.
- Local Advisory Committee (LAC): Prepare for and facilitate coordination with the LAC including: meeting logistics; preparing meeting agendas and presentation materials; chairing meetings as requested; preparing meeting summaries; facilitating ongoing coordination with LAC members. For budgeting purposes, up to 12 LAC Meetings are anticipated.
- Elected Official Briefings / Mayor's Meetings: Prepare for and support meetings with elected officials including: preparing meeting agendas, handouts and presentation materials; providing support during meetings as requested; and preparing meeting summaries. Up to 10 such meetings are anticipated.
- Community Outreach: This includes the following effort for community outreach events: scheduling; meeting logistics; preparing meeting agendas and presentation materials; chairing meetings as requested; and preparing meeting summaries. Up to 12 such meetings are anticipated.
- Site Tours/Visits: Staff would be made available to support the Tollway Communications Department or host up to 8 site visits.
- Miscellaneous Event Coordination: Staff would be made available to support the Tollway Communications Department in preparations for up to 4 special events for the EOWA.
- Animations/Photo Simulations/Project Videos: Prepare artist renderings of elements such as new interchanges, economic development, environmental features, or animations/videos of the EOWA including voiceovers. It is assumed that photo simulations will be prepared for up to 10 locations, and that up to 3 videos may be produced.
- Mailing List/Database/Sharepoint: Update the EOWA project mailing list through the Tollway SubscriberMail system to facilitate email or mail communications. A Sharepoint site will also be maintained to facilitate the exchange of outreach materials with Tollway staff and contactors (see Task A.7).
- Graphics Production: Prepare graphics and exhibits to support the EOWA public coordination effort through the contract duration. It is assumed that up to 40 graphics will be developed.
- Media/Press Releases: Assist the Tollway Communications Department with preparation of materials for media kits and press releases. It is assumed that up to 15 press releases will be prepared during the contract duration.
- Response to Public Comments: Assist the Tollway Communications and Engineering Departments with responses to public comments and requests for information. It is assumed that up to 100 responses will be prepared during the contract duration.
- Public Meetings: Prepare for and conduct Public Meetings with the public. For budgeting purposes, it is assumed that the meetings would be conducted in an open-house format, including, if requested, a court reporter. The DCM will be responsible for meeting logistics and advertisements, preparation of meeting exhibits and handouts, and preparation of PowerPoint presentation materials. It is assumed that up to 3 Public Meetings will be conducted.

- The DCM services and costs include the following reimbursable direct expenses related to the public involvement program: room rental; court reporter services; newsletter production and mailing; reproduction and display board production; meeting advertisement.

6. Agency Coordination

- Prepare for and participate in monthly coordination meetings pertaining to the EOWA with Tollway Executive Leadership during the contract duration. Effort includes preparation of meeting agendas, handouts, and associated supporting materials.
- Prepare EOWA Briefing Reports for Tollway Executive Leadership, officials, and stakeholders. Preparation of up to 12 Briefing Reports is assumed during the contract term.
- Prepare for and participate in meetings with Tollway Departments and key technical staff pertaining to the EOWA. This includes preparation of meeting agendas and materials, chairing coordination meetings, and soliciting required input to the design development process. Up to 50 meetings are assumed during the contract term.
- Provide design coordination of the EOWA with O'Hare Airport interests, including facilitating coordination with FAA, Chicago Department of Aviation, and the O'Hare Modernization Program. Effort for preparation of associated agreements is included separately in Task B.4.
- Provide design coordination of the EOWA with involved rail operators and agencies including the Federal Railroad Administration (FRA), and the CP and UP railroads. Effort for preparation of associated railroad agreements is included in Task B.4.
- Provide ongoing design coordination of the EOWA with involved agencies including IDOT, county, municipal, and transit agencies. This includes facilitating coordination with the IDOT Detour Committee, participating in agency standing meetings, facilitating coordination required for development and approval of interagency agreements (see Task B.04), and conducting one-on-one working meetings to address agency-specific issues. For budgeting purposes, up to 200 agency coordination meetings are assumed during the contract duration.
- Coordinate interface of EOWA projects with construction programs of other agencies to identify and coordinate potential conflicts with EOWA schedule.
- Coordination with regulatory agencies pertaining to permitting is contained separately in Task B.03.

7. Document Management

- The DCM will support management of project documents through the Tollway's Web Based Project Management System. The DCM will check for user compliance with the work instructions and procedures relating to its use through periodic audits.
- The DCM will maintain the EOWA project file management system, including SharePoint and ProjectWise. This management system is intended to facilitate sharing of information and collaboration amongst EOWA DSE's/DUR's and other involved parties. This effort includes obtaining documents and reference materials from DSE's, the Tollway, involved agencies, and others, and uploading and maintaining this information on the EOWA SharePoint or ProjectWise sites. While information will vary by design section and construction contract, it may include one or more of the following; Design-Phase submittals, Review Comments, Comment Dispositions, Barrier Warrant Analyses, CADD files, Meeting Minutes, Bid Documents, and Construction Addenda. This effort also includes posting and maintaining other pertinent corridor-wide information including the EOWA Master Corridor Schedule, EOWA Google Earth layers, Agency Standards, Agency Manuals, Contract Tracking Log, reference materials, contact lists, data sharing/file transfer portals, external meetings calendar and field work schedule.
- The DCM will maintain the EOWA project library, including hard copies and CDs of project submittals and advertised plan sets.

8. Utility Coordination

- The DCM will serve as the central point of contact for EOWA design phase utility coordination and will interface between the DSE's, the Tollway Utility Department, and the utilities.
- Utility Orientation: Prepare materials and presentations to affected utilities apprising them of the EOWA project and needed modification to utilities in the right of way.
- Utility Database Development and Maintenance: Manage and update the master utility database through the contract duration.
- Utility Master Plan: Manage and update the master utility plan which will serve as a guiding document for DSE's/DUR's. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWA improvements, and define required maintenance of service during construction. The plan will serve as the starting point for DSE's to further examine the engineering requirement of each of the affected utilities.
- Advance Relocation Requirements: Identify and facilitate resolution of advanced utility requirements or long lead items in coordination with involved DSE's/DUR's, the Tollway, and involved utility owners.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM will review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM will coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- DSE Coordination: Specific utility oriented meetings will be held with DSE's/DUR's for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meeting provide a focused dialogue on the subject of utilities and will be used to convey utility provider data and information, address maintenance of service issues, identify temporary facility needs, and reconcile standards and specification requirements.
- Field Oversight: The DCM will not provide field oversight services during construction; it is anticipated that others will provide these services via separate contract to the Tollway. However, as projects transition from design phase to construction phase, the DCM will coordinate with the CCM to help transition responsibility for facilitating and monitoring utility relocations and utility service connections.
- Utility Service Connections: The DCM will maintain a log of utility service connections for new electrical and gas services. Key utility service connection information will be tracked including service connection locations, points of contact, and service need dates.
- Coordination with Utilities: The DCM will lead and facilitate ongoing direct coordination with utility owners through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for appropriate services and costs via agreement. The DCM will provide required assistance to the Tollway to support development of utility agreements. Costs for these utility agreements/relocations are assumed to be covered via separate Tollway contracts or agreements.

9. DSE/DUR/SUR/EUR Project Management

- The DCM will provide project management services and serve as single point of contact for DSE contracts per requirements outlined in Tollway design management procedures P-4000.
- DSE/DUR Project Management Support:
 - Provide support during the DSE/DUR contracting phase. Services may include assistance with development of the scope of services and schedule. It is assumed that Tollway staff will lead the overall contract negotiation effort. For DUR

- contracts, support services will include maintaining an overall inventory of EOWA program task order assignments.
- Provide guidance to DSE's/DUR's during initiation and development of design services to facilitate consistency with corridor-wide design requirements, including identification of special conditions and details based on issues identified through the concept design development process. This includes maintenance of a corridor decision log.
 - Serve as primary point-of-contact and liaison for coordination of design-phase issues with external agencies and stakeholders as required to support the Tollway PM.
 - Provide design review and coordination support to the Tollway PM including providing limited, focused reviews of key deliverables at milestones to check that contract and key design requirements are met. Particular attention will be focused on checking deliverables and comment dispositions for compliance with external agency comments, and for providing input to DSE's for common and reoccurring Tollway review comments. This is in addition to the Design Review effort described in Task A.2.
 - Monitor DSE/DUR progress for EOWA program budget and schedule compliance.
 - Provide support pertaining to contract bid preparation, including preparation of contract liquidated damage calculations, and preparation of corridor special provisions.
 - Support the Tollway PM in coordinating with the Tollway's Contract Services Department during the EOWA contract advertisement and bid phase. This consists of: transmitting DSE submittals (DSE's are responsible for submitting bid documents to the DCM in conformance with schedule requirements); preparing the Advertisement for Sealed Bids (A-1) page; Advertisement Authorization Document and associated memos. Also included is coordination with Tollway Contract Services Department with respect to submittal and processing of Contract Addenda, including review of DSE addenda submittals. The DCM will coordinate with DSE's during the bid phase including coordination of responses to bid inquiries. The DCM will attend and, as required, chair pre-bid meetings.
 - For budgeting purposes, it is assumed that the DCM will be responsible for the management of up to 8 ongoing or pending DSE/DUR contracts, plus up to 4 future DSE/DUR contracts during a portion of the DCM contract term.
- SUR Project Management Support:
 - Maintain a comprehensive database of field surveys for the EOWA project. This database will serve as a compilation of data and documentation pertaining to EOWA field survey data, included data compiled through the concept design development and subsequent final design efforts.
 - Coordinate field survey requirements and information with individual DSE's through the design development process. This includes providing available survey data to DSE's.
 - It is anticipated that all field surveys required to support further design development will be performed by others (DSE's/DUR's/SUR's) or if required via a DCM Task Order (see Task D).
 - Geotechnical DUR Project Management Support:
 - Maintain a comprehensive database of geotechnical data, investigations, and reports for the EOWA project. This database will serve as a compilation of geotechnical data and documentation, included data compiled to date through the concept design development, as well as remaining geotechnical investigations/reports to be compiled through final design.
 - Coordinate geotechnical engineering requirements and information with individual DSE's through the design development process. This includes providing available geotechnical data and reports to DSE's, as well as necessary coordination with geotechnical DUR consultants.

- **SUE DUR Project Management Support:**
 - The DCM will assist the Tollway's SUE DUR Project Manager by reviewing EOWA SUE requests for reasonableness and redundancy prior to such request being sent to the Tollways SUE DUR contractor.
- **EUR Project Management Support:**
 - The DCM will assist the Tollway's EUR Project Manager with development of the scope of services and schedule for environmental site assessment (ESA) services including preparation of associated Land Acquisition Environmental Technical Memoranda (see Task A.4).
 - Provide guidance to EURs during initiation and delivery of services to facilitate consistency with corridor-wide requirements and to transfer relevant information developed through prior project development efforts.
 - Facilitate coordination between the EUR and other involved members of the EOWA team, including DSE's/DUR's and the EOWA Land Acquisition team.
- Administrative support for DSE/DUR/SUR/EUR Project Management is covered separately in Task A.11. Limited technical reviews of DSE/DUR/SUR/EUR submittals are covered separately in Task A.02.

10. Construction Engineering Coordination

- Coordinate construction issues as they relate to work being performed by DSE's on the corridor through design development and construction through the duration of the DCM contract. The DCM will monitor constructability issues within the corridor to assist in the identification, awareness, and resolution of similar type items during the development of plans by individual DSE's.
- Perform independent constructability reviews of DSE plan submittals in compliance with Tollway Constructability Review Guidelines. For budgeting purposes, it is estimated that up to 22 construction plan sets will be reviewed for constructability during this period. The DCM will perform constructability reviews at the direction of the Tollway PM.
- The DCM will provide limited support to address select design issues and questions encountered during construction. It is anticipated that DCM support will be limited to the following: AET/ITS, drainage, regulatory issues, landscaping and aesthetics, signing, and project commitments. It is assumed that any design related issues encountered during construction will be identified and addressed by the CCM/CM team and involved DSE's via the Tollway RFI process, with the DCM providing limited support as described above. Effort for review and resolution of these issues is provided separately via Task A.02.

11. Contract Management, Quality Management and Administrative Support

- DCM team contract administration related to Supplemental Agreement #2.
- DCM team internal quality management efforts related to services provided via Supplemental Agreement #2 Tasks A and B. Quality management for Task D (Task Order Services) will be covered separately via future individual Task Order proposals.
- The DCM will provide administrative support services to support EOWA design development efforts through the duration of the contract. Duties include: meeting support including scheduling, meeting agenda/materials preparation, meeting summary preparation; agency coordination support including field work coordination; DSE/DUR coordination support; filing, copying and mailing support; document management support; and other tasks related to the DCM services.

B. Corridor-Wide Design Guidance and Compliance Monitoring

The DCM will provide continuing Corridor-Wide Design Guidance and Compliance Monitoring support services for the EOWA as required to facilitate corridor-wide design consistency, to facilitate compliance with project commitments, and to secure permits and agreements from involved agencies and parties. These services will be provided through the 2-year duration of the DCM services extension as provided via Supplemental Agreement #2.

1. Corridor Manual and Design Guidelines Updates

- The DCM will maintain and update the EOWA Corridor Manual throughout the contract duration. Electronically-based, the EOWA Corridor Manual will provide EOWA Project-Specific Procedures, Design Guidelines and other relevant information to be used by EOWA DSE's/DUR's. The Corridor Manual contents will help facilitate consistency of design and design treatments and consistency of plan development throughout the EOWA program. Additionally, information in the Corridor Manual will help facilitate fulfillment of environmental and other commitments by providing relevant information and procedures to EOWA designers.
- The DCM will facilitate identification of lessons learned through the contract duration and prepare Lessons Learned documentation. The focus will be to identify potential improvements and efficiencies and to share them with follow-on designers and contractors. The Lessons Learned will be considered a living document.

2. Corridor-Wide Concept Design Element Updates

- The DCM will maintain and update corridor-wide concept design for select elements of the EOWA program as required to provide design guidance to individual DSE's. This effort will be focused on select design disciplines and elements as described below.
- Signing and Sign Fabrication Inventory Management: The DCM will maintain and periodically update a corridor-wide signing concept plan. This plan will provide required guidance to DSE's/DUR's related to interim and final signing plan requirements for the EOWA. The DCM will also maintain and update a corridor-wide sign panel inventory and associated sign fabrication requirements and will facilitate related coordination with the Tollway Sign Fabrication Shop.
- Construction Staging/MOT: The DCM will maintain and periodically update EOWA Construction Staging and Traffic Management concept exhibits. These exhibits are intended to facilitate management of traffic through the project during the construction phase, and facilitate coordination of construction staging between adjacent construction sections.
- Drainage: The DCM will maintain sub watershed drainage design awareness for key design criteria (including detention, water quality volume, compensatory storage, and major system elements) in order to support coordination of adjacent DSE contracts and to meet overall corridor design objectives. The DCM will provide corridor drainage concept design for select portions of the corridor as required to address key design issues prior to initiation of final design efforts. The DCM will issue and prepare corridor wide direction via updates of the Corridor Manual to DSEs for the purposes of communicating lessons learned or changes in corridor policy/direction.
- Earthwork Management: The DCM will maintain an EOWA Earthwork Management program throughout the contract duration. This EOWA Earthwork Management Program will be regularly updated based on earthwork estimates obtained from EOWA DSEs following milestone plan submittals
- Aesthetics: As a continuation of integration of the overall EOWA aesthetic design concept into project design development process, the DCM will provide continued corridor-wide design guidance related to aesthetic design elements. During the Supplemental Agreement #2 contract duration, the DCM will identify, document and develop aesthetic design concepts for the Western Access corridor. This will include preparation of related drawings and rendering, as well as coordination and review with the Tollway and other involved stakeholders. Updated aesthetic design guidelines will be developed and provided to DSE's/DUR's, coordinated for approval as appropriate with involved agencies as part of the EOWA design review coordination process (see Task A.2) and Intergovernmental Agreement process (see Task B.4).

3. Permitting Support

- The DCM will maintain a comprehensive inventory of required permits for the EOWA including their required schedule, pre-requisites, and application content. The DCM will coordinate and review permitting requirements with assigned DSE's for individual construction contracts, and will serve as the point of contact for coordination with involved permitting agencies.
- The DCM will support and facilitate processing of select regulatory permits. For budgeting purposes, it is assumed that responsibilities and procedures for securing required permits will be as follows.
- 404 Permit Modifications: The DCM will facilitate and support implementation of the overall EOWA 404 permit through the DCM contract duration. The primary mechanism will be the preparation of permit modification packages for each construction contract. The permit modification applications will contain the following information: a grading plan; soil/erosion control plan; drainage plan; Best Management Practices incorporated in the drainage plan; water quality volume calculations, wetland impacts; and preparation of the application narrative. This task includes DCM effort for the preparation and submission of approximately 24 permit modification applications, with the understanding that associate design plan details are to be provided by the responsible DSE/DUR.
- 404 Permit Compliance Tracking: The DCM will facilitate the preparation of various tracking logs, schedules and summaries to track the status of wetland impacts, waters impacts, and water quality volume goals versus the originally reported impacts in the overall 404 permit. This includes tracking this data by contract as well as by sub watershed for compliance monitoring. The DCM will also coordinate with the Tollway, their consultants, and USACE during the DCM contract duration with regard to the 3-year BMP Maintenance and Monitoring program. The DCM will provide background information, clarifications, and analysis of originally intended design versus observed conditions in the field. Up to 20 meetings are anticipated for this effort.
- 401 Certification: The DCM will continue to evaluate each construction contract to confirm that appropriate conditions of the 401 certification are met. The DCM will provide the Tollway with required support for unforeseen issues associated with clarification of original 401 certification documents or additional background.
- DuPage County Stormwater Coordination: Per latest direction from DuPage County Stormwater, each contract need not be submitted for review. However, in select cases on projects where DuPage facilities are involved, the DCM will provide coordination with DuPage County to ensure that the intent of their stormwater ordinance is satisfied by the project. No permits will be required, but satisfying the intent of the ordinance is expected.
- Cook County Stormwater Coordination (via MWRDGC): On projects with Cook County jurisdiction, appropriate stormwater coordination with MWRDGC (ordinance authority) and Cook County will be initiated by the DCM to confirm that the intent of their stormwater ordinance is satisfied by the project. On Tollway led and administered projects, no permits will be required, but satisfying the intent of the ordinance is expected. On projects administered by Cook County or local agencies, permits may be required and the DCM will facilitate securing these permits with input from involved DSE's/DUR's.
- Wetland Mitigation Permitting: The wetland mitigation will be outside the project area, therefore regulatory permitting is anticipated to include 404, 401, floodway construction permits. The DCM will assess permitting requirements and prepare/process required permit applications in coordination with the Tollway.
- Erosion Control: The DCM will coordinate with Tollway Environmental and involved EUR consultants regarding the review and approval of the soil erosion control plan for each construction project. Coordination will include discipline specific meetings (as needed) regarding erosion control throughout the design phase. It is assumed 20 meetings will be needed. For budgeting purposes, it is also assumed that the DCM will provide required support to resolve erosion control issues during construction. It is assumed that the DCM will participate in 10 meetings for this purpose. The results of the Erosion Control coordination activities will be utilized in ongoing 404 permit modification discussions to

supplement information to the USACE regarding prevention of additional discharge of sediment to wetlands/waters.

- Updating Expiring Permits: During the period of the DCM contract, it is anticipated that the timeframes for some regulatory permits or their supporting information will expire and require renewal. The DCM will update expiring permits, estimated as 5 permits, during the contract performance period.
- Local Access Permits: The DCM will be responsible for coordination with DSEs to secure required local access permits related to field activities required during the design phase of contracts proposed for construction during the DCM contract performance period.
- 7460 Reviews: Airspace on and off airports is controlled by the Federal Aviation Administration (FAA). Each final design and construction package will require 7460 review to ensure air space compliance. The DCM will prepare and process the 7460 review packages which will include mapping, critical points with accompanying elevation and profile data, estimation of construction means and method and equipment usage, and the duration of construction. Involved DSE's/DUR's will be responsible for providing appropriate design plans and specifications to support the 7460 submittal requirements. Reviews will likely require corrective actions that would be coordinated with designers and constructors. It is assumed that up to fifty (30) reviews will be required.
- Regulatory Coordination: Regular coordination will be required with resource agencies including establishing permit expectations including content, details of content, required analyses, review cycles, response to comments, negotiation of permit terms and conditions, follow-on implementation of mitigation and enforcement. It is assumed that up to 25 meetings per year will be required for initial consultation, follow-up meetings prior to submission of applications, review of application materials, post application follow up, permit negotiations, etc.
- Floodway Construction Permit: For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of floodway construction permits for the 6 proposed waterway crossings within the EOWA improvement limits. It is assumed that these permits would be secured by DSE's for the Tollway. The DCM will provide support to the DSE's with respect to materials needed related to corridor design including background data and information, information from adjacent design sections, and participation in meetings or coordination activities with IDNR-OWR.
- Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Permitting: The DCM will coordinate, meet with MWRD, and prepare a detailed work plan for steps needed to secure appropriate MWRD permits related to the Touhy Avenue Reservoir (TAR) Cells 1 and 2. It is assumed that the final version of these permits would be secured by DSE's for the Tollway.
- Permit Application Fees: Application fees for anticipated permits are included in the DCM contract as a reimbursable direct cost, with an assumed maximum budget of \$75,000.
- The DCM will provide oversight and check that DSE's prepare construction related National Pollutant Discharge Elimination System (NPDES) permits inclusive of Notice of Intent (NOI's) and stormwater pollution prevention plans (SWPPP's), and that they are appropriately filed with the Illinois Environmental Protection Agency.
- The DCM will coordinate with the DSE and contractors with regard to required construction/contractor related permits. For budgeting purposes, it is assumed that effort will consist of the following: air quality permits for up to 6 concrete or mixing plants; air quality permits for up to 10 fuel storage facilities (above ground); coordination of the safe removal and disposal of special waste discoveries that were not predetermined, assumed as up to 45 events; and other permits of a undefined nature.

4. Agreements Support

- The DCM will track and maintain a comprehensive inventory of required agreements for the overall EOWA including their schedule, purpose, associated costs, and steps to completion. The DCM will prepare, coordinate and review required interagency

- agreements with the Tollway and develop content based on coordination with assigned DSE's/DUR's for individual construction contracts.
- The DCM will support the Tollway with the preparation of intergovernmental agreements for the EOWA, including railroads, utilities, municipalities, counties, special districts and regulatory agencies. For budgeting purposes, the following responsibilities are assumed for the preparation of interagency agreements.
 - Construction Contract IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for individual EOWA construction contracts. These multi-party agreements include IDOT, municipalities, townships, counties, and/or special districts. The DCM will coordinate IGA details including responsibilities for design, engineering, public utilities, land acquisition, costs (including requested enhancements), and maintenance and jurisdiction. The DCM will prepare related IGA exhibits.
 - Land Conveyance IGAs: The DCM will support the Tollway in the requirements, preparation and coordination of IGAs required for land conveyance along the EOWA corridor. This includes land conveyance from agencies to the Tollway required for construction of the project and land conveyance to agencies from the Tollway as part of their ultimate maintenance and jurisdictional responsibilities (see Task A.3).
 - Railroads: The DCM will support the Tollway in the preparation and negotiations of interagency agreements for improvements involving railroad facilities. Agreements are anticipated with the Canadian Pacific (CP) railroad, Union Pacific (UP) railroad, Metra, and the Chicago Terminal (CTM) railroad regarding construction phasing involving their facilities, use of land, transfer of land, working arrangement for engineering services, installation of structures and bridges. It is assumed that 2 master agreements and up to 25 topical agreements and/or permits will be required. The DCM will also prepare and support the Illinois Commerce Commission petition process for railroad involvement improvements, which includes an estimated 12 petitions. Anticipated railroad reimbursement cost, estimated at \$400,000 are included in this contract as a reimbursable direct expense, and are anticipated to cover the following railroad reimbursable costs: start-up costs (memorandum of understanding negotiations); land acquisition negotiations and review; public project review (covering costs of railroad engineering review through design and construction); general coordination (construction contract agreements, meetings, etc.). These direct costs do not include the following: potential signal design by Metra, any railroad force account work for railroad construction activities (i.e., track or signal construction) or any required flagging services required for the construction activities on or adjacent to live tracks.
 - Regulatory Agencies: The DCM will support the Tollway with preparation of required agreements with regulatory agencies, anticipated to consist of agreements with the USACOE, IDNR, and IEPA.
 - City of Chicago/O'Hare Airport: The DCM will support the Tollway with negotiations related to the City of Chicago as required and will support the Tollway with preparation of required agreements with the City of Chicago related to improvements adjacent to O'Hare Airport, which will incorporate requirements pertaining to coordination with the FAA. The DCM will coordinate required agreements with the FAA, including required engineering and construction phase services agreements, permits, etc. as determined to be required for Illinois Tollway work near O'Hare Airport. It is currently anticipated that the pending Land Use Release Request will be prepared by other parties. If requested by the Tollway, the DCM could provide required assistance with preparation of the request via a future DCM Task Order assignment (Task D).
 - Agreements to be secured by Others: It is anticipated that agreements will be required with various other parties, such as private utilities. For budgeting purposes, it is assumed that the DCM will not be responsible for the preparation of these agreements, and that they will be secured in a timely manner by the Tollway and/or Tollway PMO.
 - Cost Tracking: The DCM will track, coordinate, and finalize cost responsibilities for design elements requested by local agencies (upgrades) as defined in the interagency agreements through coordination with the appropriate requesting agency and the involved

Tollway DSE and CM. The IGA related costs will be tracked as part of the overall EOWA program budget (see Task A.1).

- Mapping: The DCM will maintain corridor-wide GIS exhibits depicting maintenance and jurisdiction responsibilities including roadways, structures, drainage, ITS, lighting, signals, etc. for the overall EOWA project area. The DCM will also maintain right-of-way exhibits in GIS that show the proposed Tollway right-of-way and required land conveyance based upon the jurisdiction and maintenance responsibilities.

C. Preliminary and Final Design Engineering

Preliminary and final design services for the I-11-4014 DSE section (Elgin O'Hare Expressway: Meacham Road to Prospect Avenue) were completed with prior efforts. No additional effort is anticipated for Task C via Supplemental Agreement #2.

D. Task Order Requests

The DCM will perform miscellaneous Task Order Services as requested by the Illinois Tollway to support development and implementation of the EOWA program in compliance with overall schedule and regulatory requirements. The services will be provided through the 2-year duration of the DCM services extension as provided via Supplemental Agreement #2. It is anticipated that services may include the following:

- Preparation of preliminary and final design plans documents for select EOWA construction packages.
- Preparation of concept design studies and associated environmental analyses upon request as directed by the Tollway to support final design development requirements.
- Performance of limited survey upon request services as directed by the Tollway.
- Performance of limited geotechnical services as directed by the Tollway including geotechnical field investigations and geotechnical analyses and reports.

A total of up to 64,860 hours are budgeted for Task D services via Supplemental Agreement #2. Task D services will be authorized by the Illinois Tollway on an as-needed basis following review of individual Task Order Proposals and Budget Release approval.

EXHIBIT G**CONTRACT I-11-4014****CH2M HILL, Inc.****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 159-6	US 30 Phase I Study	\$539,357	\$280,000	6/30/2016
PTB 156-42	US 50 Phase I Study	\$827,321	\$310,000	12/31/2016
PTB 156-3	District 1 Var/Var PM	\$3,200,000	\$50,000	3/9/2016
PTB 131-15	IL 3 Connector Phase I Study	\$3,413,258	\$300,000	3/31/2016
PTB 160-19	District 8 Var/Var	\$636,873	\$76,000	6/1/2016
PTB 170-21	Various IL Safety Program Analysis & Technical Support	\$12,000,000	\$8,200,000	7/2/2020
PSB 14-01	Elgin O'Hare Western Access Tollway Construction Support Phase	\$70,000	\$25,000	8/31/2017
PSB 12-5	Elgin O'Hare Western Access, Tollway CCM	\$267,662	\$14,000	4/30/2017
PSB 11-3	Elgin O'Hare Western Bypass Tollway, Design Corridor Manager	\$70,840,422	\$2,200,000	12/31/2016
Various	Kane County Impact Fee	\$107,006	\$98,000	5/1/2017
Various	Kane County 2040 Plan	\$240,033	\$190,000	5/1/2017
PTB 175-02	District 1 Var/Var PM	\$1,800,000	\$1,400,000	8/2023

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1 American Surveying & Engineering, P.C.	
Direct Labor	\$ 3,553,835.60
Direct Costs	\$ 66,104.20
Services by Others	
Additional Services **	
Total this Subconsultant (ULC)	\$ 3,619,939.80

6 Regina Webster and Associates/DLZ, Illinois Inc.	
Direct Labor	\$ 1,326,328.40
Direct Costs	\$ 10,184.60
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 1,336,511.00

2 EJM Engineering, Inc.	
Direct Labor	\$ 400,013.60
Direct Costs	\$ 19,986.40
Services by Others	\$ -
Additional Services **	
Total this Subconsultant (ULC)	\$ 420,000.00

7 Wang Engineering, Inc.	
Direct Labor	\$ 652,643.60
Direct Costs	\$ 147,356.40
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 800,000.00

3 FieldClarity Ltd.	
Direct Labor	\$ 382,184.80
Direct Costs	\$ 3,836.28
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 386,021.08

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

4 Lin Engineering, Ltd.	
Direct Labor	\$ 1,275,842.00
Direct Costs	\$ 54,056.68
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 1,330,898.58

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

5 Primers Engineers, Ltd.	
Direct Labor	\$ 1,856,887.20
Direct Costs	\$ 22,372.80
Services by Others	\$ -
Additional Services **	\$ -
Total this Subconsultant (ULC)	\$ 1,879,260.00

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 9,762,630.46

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 9,762,630.46

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 29.65%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 29.65%

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 Christopher B. Burke Engineering, Ltd.</p> <p>Direct Labor \$ 283,057.60</p> <p>Direct Costs \$ 3,146.80</p> <p>Services by Others</p> <p>Additional Services **</p> <p>Total this Subconsultant (U/LC) \$ 286,204.20</p>	<p>6</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ -</p>
<p>2 HBK Engineering, LLC</p> <p>Direct Labor \$ 491,800.40</p> <p>Direct Costs \$ 4,131.50</p> <p>Services by Others \$ -</p> <p>Additional Services **</p> <p>Total this Subconsultant (U/LC) \$ 495,932.00</p>	<p>7</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ -</p>
<p>3 Knight E/A, Inc.</p> <p>Direct Labor \$ 3,645,124.00</p> <p>Direct Costs \$ 68,926.00</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ 3,714,050.00</p>	<p>8</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ -</p>
<p>4 Landrum & Brown</p> <p>Direct Labor \$ 48,790.00</p> <p>Direct Costs \$ 520.60</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ 49,310.60</p>	<p>9</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ -</p>
<p>5 STV Incorporated</p> <p>Direct Labor \$ 552,952.40</p> <p>Direct Costs \$ 3,305.60</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ 556,258.00</p>	<p>10</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (U/LC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 5,101,754.80

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

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 5,101,754.80

Project No. I-11-4014

Consultant: American Surveying & Engineering, P.C.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 31,600.00
(From Exhibit C-3)

Total Dollars: \$ 1,269,227.00
(From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 3,553,835.60

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 66,104.20

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 3,619,939.80

Date Revised 04/09/12

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
PRINCIPAL/CEO	COVENTINE FIDIS	70.00	70.00	NO
PROJECT MANAGER	JAY P. HOWELL	64.00	67.25	NO
PROJECT MANAGER	WAYNE MORY	69.23	67.25	NO
PROJECT MANAGER	STEVEN RIENKS	65.00	67.25	NO
PROJECT MANAGER	MARK WOOD	68.03	67.25	NO
PROJECT MANAGER	LARRY D. MARTIN	70.00	67.25	NO
PROJECT SURVEYOR/ENGINEER IV	JOHN DYBAS	68.03	66.71	NO
PROJECT SURVEYOR/ENGINEER IV	PAUL STANTON	65.38	66.71	NO
PROJECT SURVEYOR/ENGINEER III	CRAIG L. DUJY	52.02	51.89	NO
PROJECT SURVEYOR/ENGINEER III	ERIC J. SLADEK	51.75	51.89	NO
PROJECT SURVEYOR/ENGINEER II	VIRGINIA N. THORNTON	40.00	40.00	YES
PROJECT SURVEYOR/ENGINEER I	ROBERT MICHAEL BACHARA	40.00	36.00	NO
PROJECT SURVEYOR/ENGINEER I	CORT J. DARBY	32.00	36.00	YES
CADD TECHNICIAN	BRANNDON D. ELSBREE	35.00	34.10	YES
CADD TECHNICIAN	CRAIG A. HILLS	34.00	34.10	YES
CADD TECHNICIAN	AMANDA J. JOHNSON	35.50	34.10	YES
CADD TECHNICIAN	JESSE J. NOCON	35.00	34.10	YES
CADD TECHNICIAN	KRISTOPHER M. MCALLISTER	31.00	34.10	YES
ENGINEER/SURVEY TECH III	WILLIAM BARAN	38.00	36.83	YES
ENGINEER/SURVEY TECH III	DARYL F. EDWARDS	38.00	36.83	YES
ENGINEER/SURVEY TECH III	THOMAS H. HOYLE	34.50	36.83	YES
ENGINEER/SURVEY TECH II	JEFFREY MUMMERT	34.00	27.80	YES
ENGINEER SURVEY TECH II	GUSTAVO ALEX AGUILAR	27.50	27.80	YES
ENGINEER SURVEY TECH II	GARY R. BRANDT	29.25	27.80	YES
ENGINEER SURVEY TECH II	KELLY CIANCI	28.85	27.80	YES
ENGINEER SURVEY TECH II	LAWRENCE T. DEMANCHE	23.25	27.80	YES
ENGINEER SURVEY TECH II	WILLIAM G. MCDANIEL III	26.00	27.80	YES
ENGINEER SURVEY TECH II	LUCAS S. MCDONALD	25.75	27.80	YES
ENGINEER SURVEY TECH I	ROBERT ASCENCIO	20.00	19.06	YES
ENGINEER/SURVEY TECH I	ANDREW T. BROWN	16.00	19.06	YES
ENGINEER/SURVEY TECH I	DAVID W. CISKOWSKI	21.50	19.06	YES
ENGINEER/SURVEY TECH I	KEVIN R. GILSTRAP	18.75	19.06	YES
RIGHT OF WAY SPECIALIST IV	THOMAS B. BALSER	51.00	51.00	NO
RIGHT OF WAY SPECIALIST II	MELODY MCCRACKEN	31.00	31.00	YES
SUBSURFACE UTILITY ENGINEER III	CHRISTOPHER FRANKLIN MASON	32.00	32.00	YES
SUBSURFACE UTILITY ENGINEER II	BRADLY J. DUFFY	23.25	23.25	YES
SUBSURFACE UTILITY ENGINEER I	WILLIAM A. KNICKERBOCKER	18.25	18.25	YES

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
ADMINISTRATIVE/CLERICAL III	LINDSEY JO STUTZKE-JONES	19.50	19.50	YES
ADMINISTRATIVE/CLERICAL II	AIMEE B. ROGOWSKI	15.00	15.00	YES

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant: American Surveying & Engineering, P.C.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 5/31/2018	-	-	-	-
7.0	12.0	5.0	24.0	24.0	24.0	60.0
29.17% Factor First Period	51.50% Escalation Factor Second Period	22.10% Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period	

The escalation factor for this project is: 102.77%

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: American Surveying & Engineering, P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Coventine Fidis

Classification: Principal/CEO

Project Manager Land Acq: Mark Wood

Classification: Project Manager

Project Surveyor: John Dybas

Classification: Project Surveyor/Engineer IV

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

List all key personnel titles that are applicable to this project.

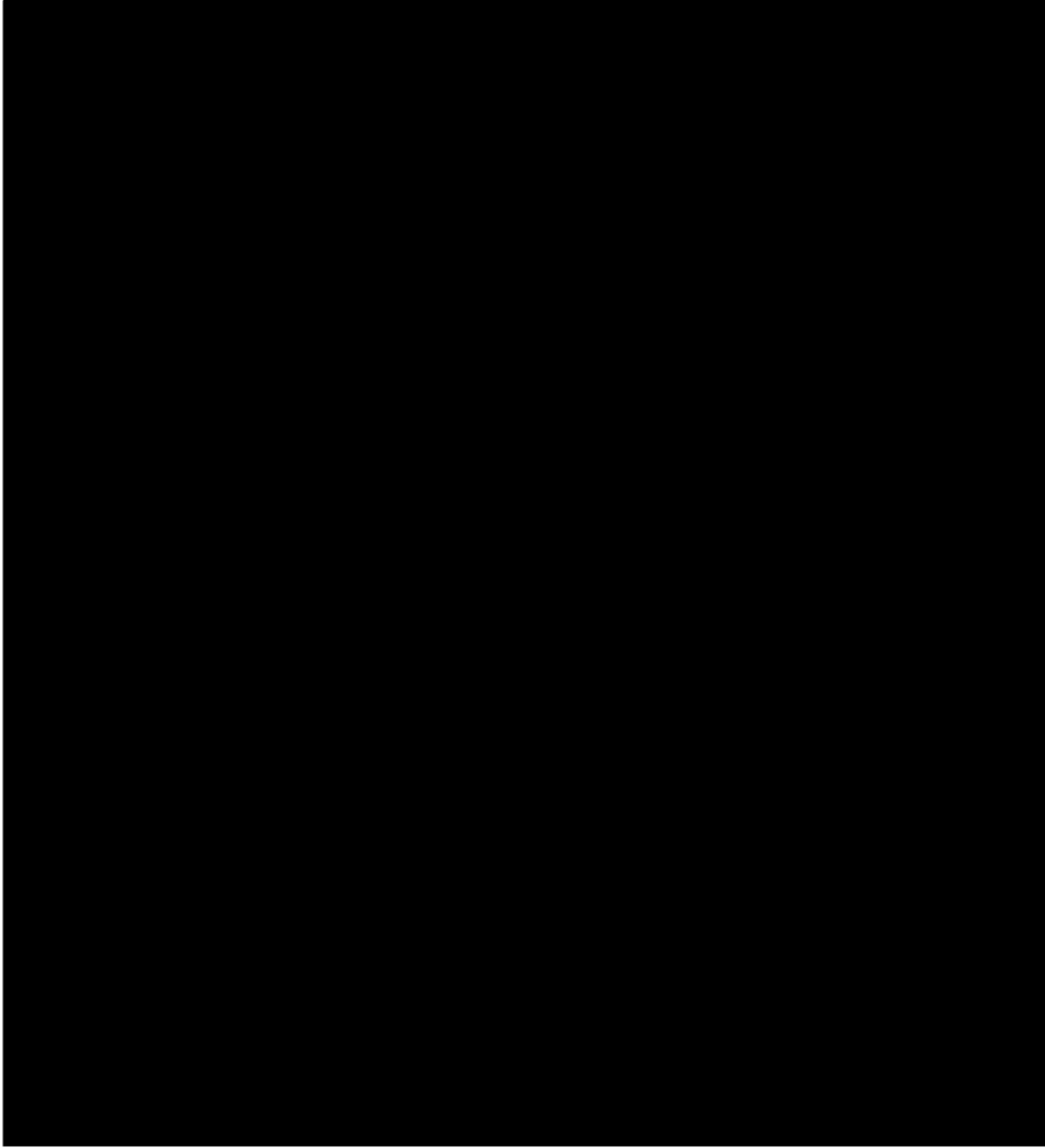
Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

**Coventine Fidis
PLS**
Principal in Charge
AMERICAN
SURVEYING &
ENGINEERING, P.C.



AMERICAN
SURVEYING & ENGINEERING, P.C.

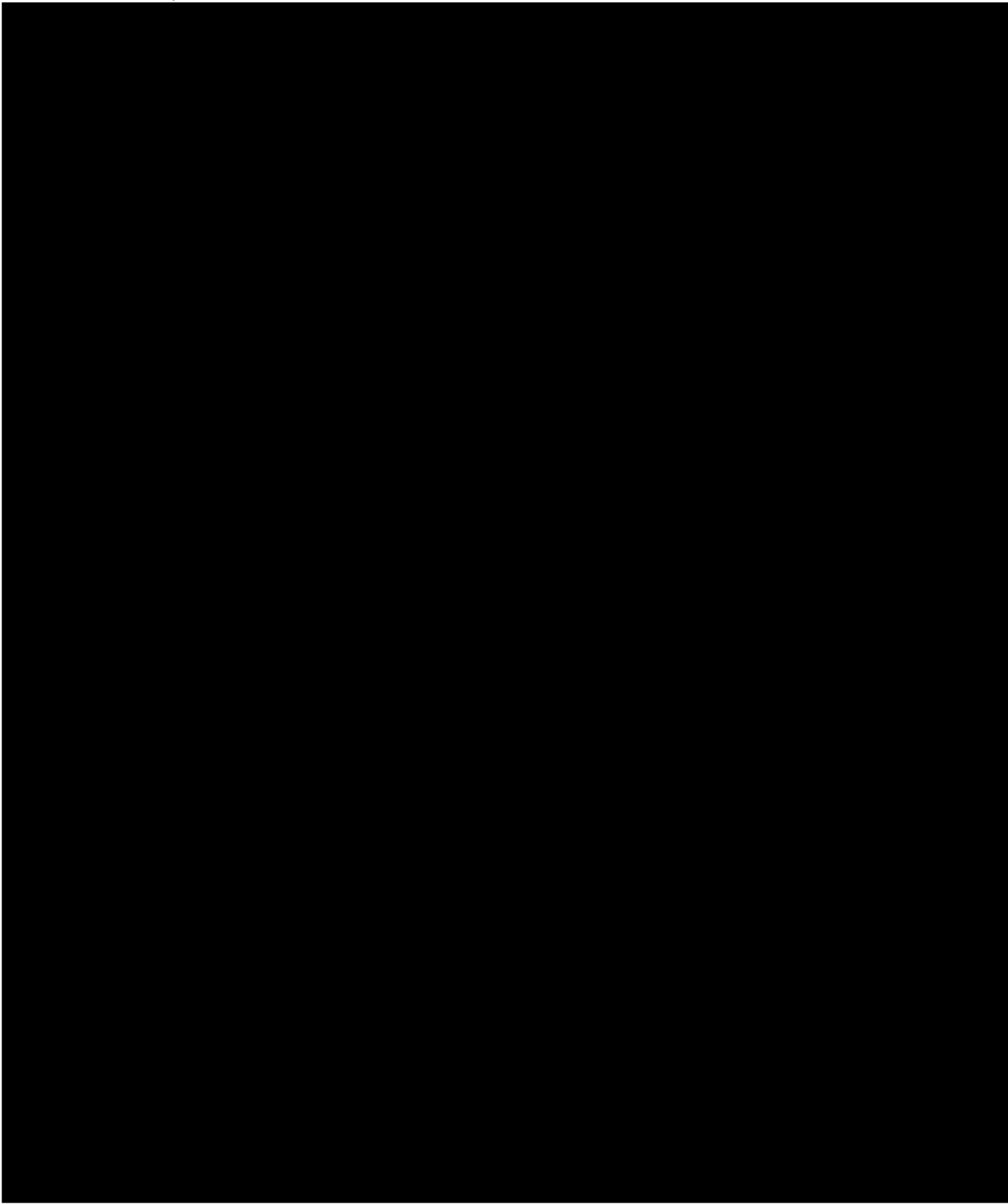
Experience:



Coventine Fidis
PLS
Principal in Charge
AMERICAN
SURVEYING &
ENGINEERING, P.C.



AMERICAN
SURVEYING & ENGINEERING, P.C.

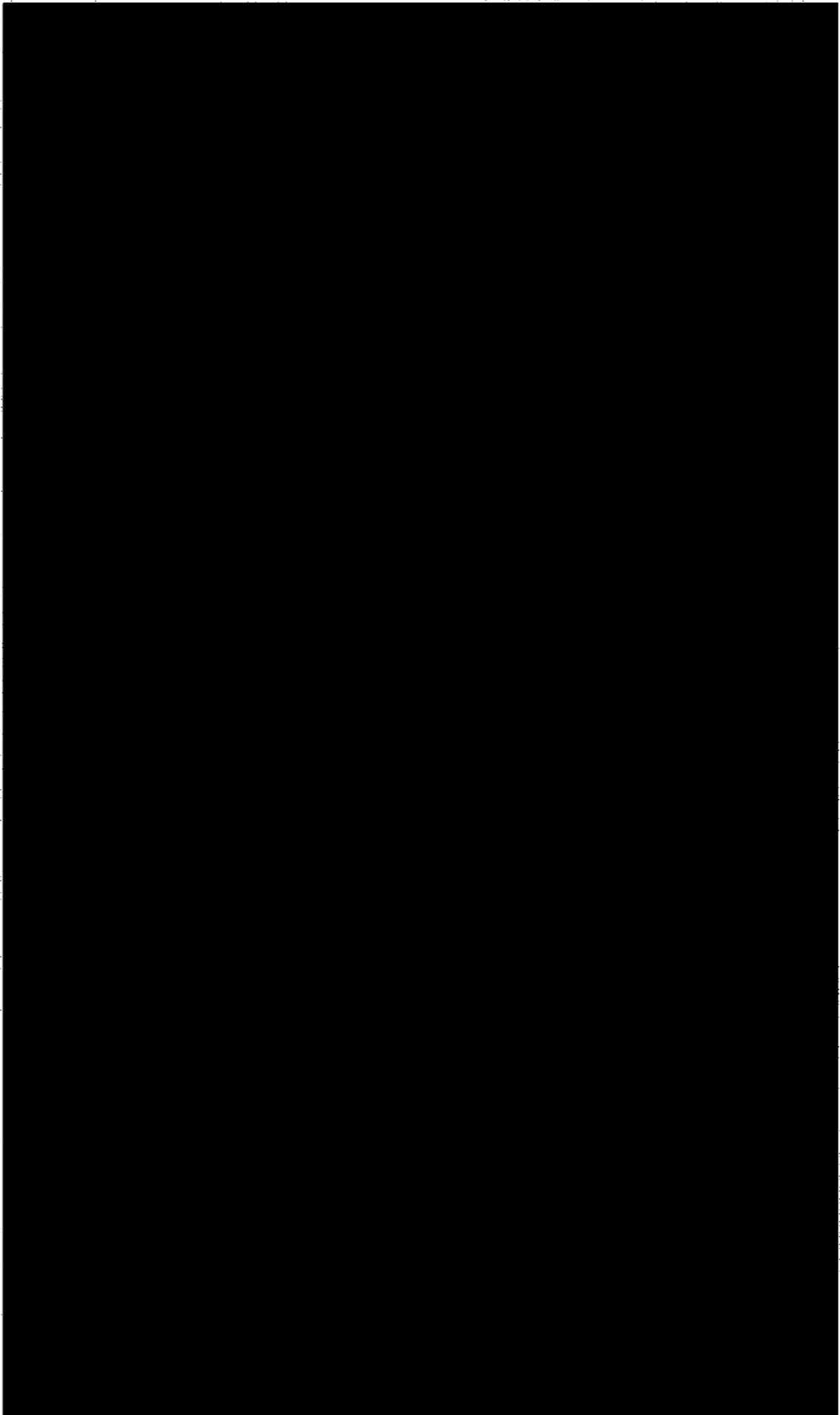


Mark Wood, PLS
QA/QC Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.



AMERICAN
SURVEYING & ENGINEERING, P.C.

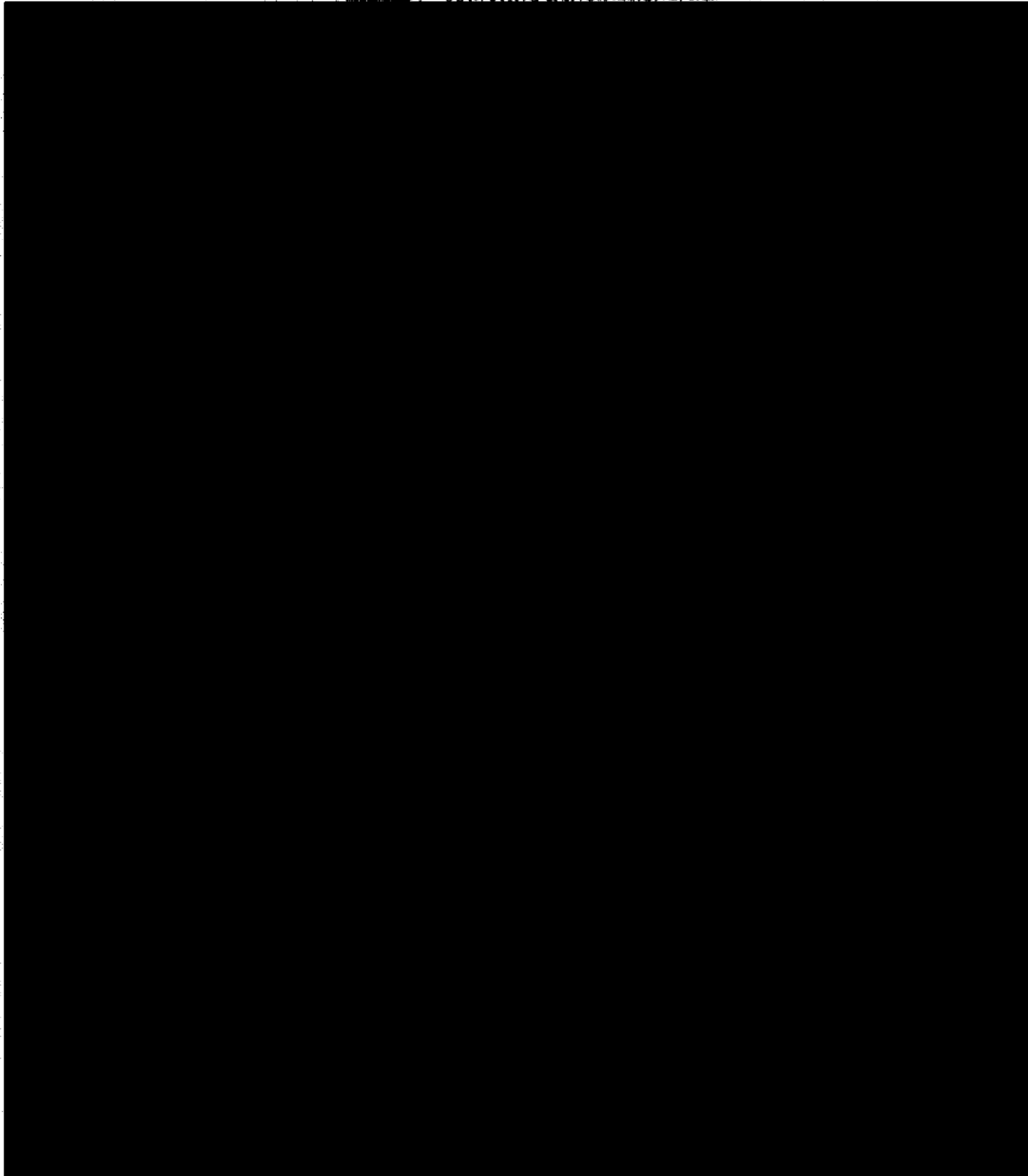
Mark Wood, PLS
QA/QC Manager
AMERICAN SURVEYING &
ENGINEERING, P.C.



John Dybas, P.S.
Survey Manager
AMERICAN SURVEYING AND
ENGINEERING, P.C.



AMERICAN
SURVEYING & ENGINEERING, P.C.



John Dybas, P.S.
Survey Manager
AMERICAN SURVEYING AND
ENGINEERING, P.C.



AMERICAN
SURVEYING & ENGINEERING, P.C.

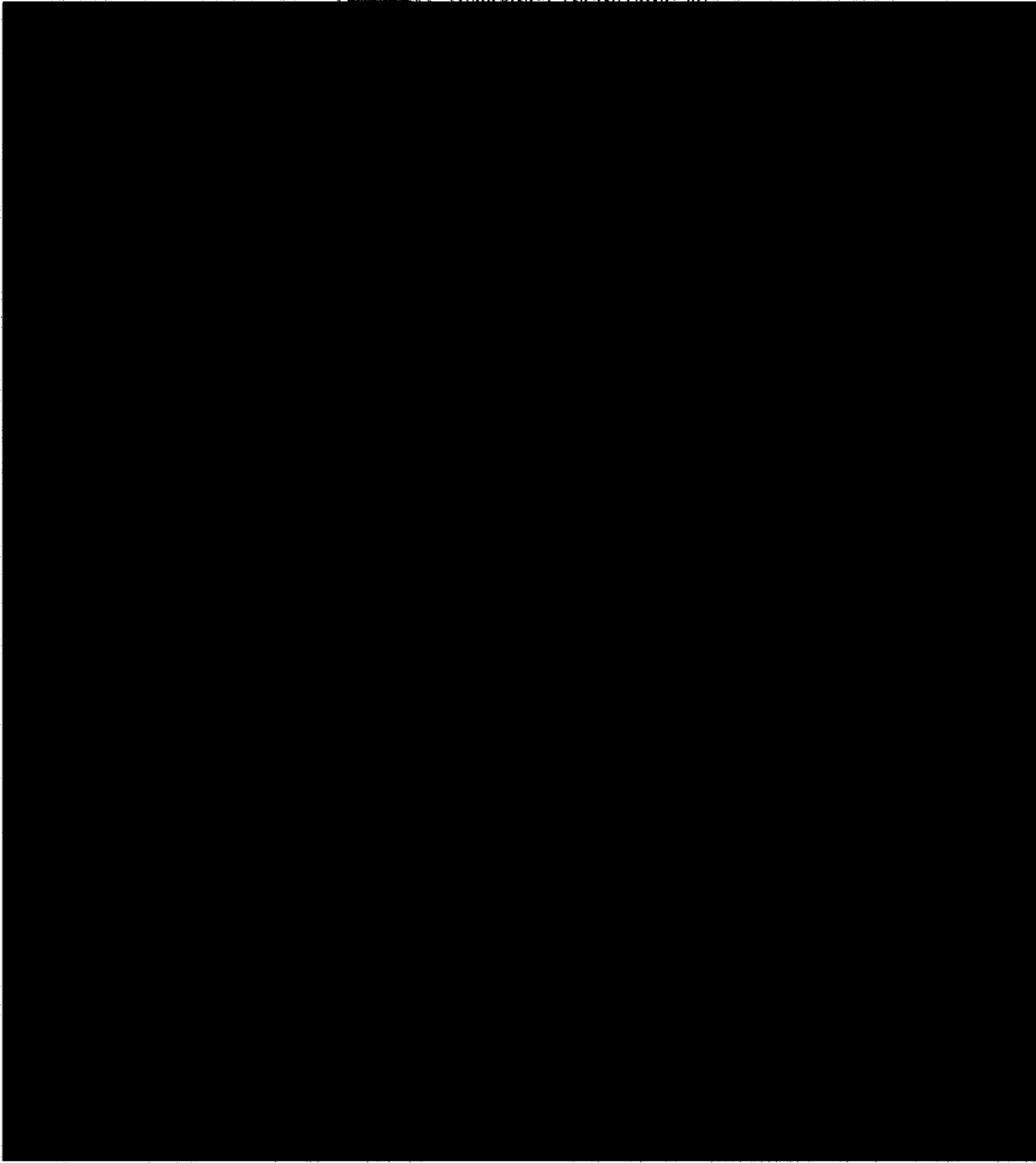


Exhibit F

Scope of Services

Contract I-11-4014

American Surveying & Engineering, P.C.

A. Design Corridor Management (DCM)

1. Program Controls and Funding Plan Support (3348 Hours)

- EOWA Program scheduling, budget management, risk management, performance reporting support services including Project Initiation and Change Requests, Catapult information management support, status/accrual reports

3. Land Acquisition Support (8436 Hours)

- EOWA land acquisition program management support

6. Agency Coordination (852 Hours)

- Tollway and external agency coordination support related to design-phase activities

11. Contract Management, Quality Management and Administrative Support (155 Hours)

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

1. Corridor Manual and Design Guidelines Updates (208 Hours)

- EOWA Corridor Manual update support
- Lessons Learned inventory, documentation and communication support

4. Agreements Support (1570 Hours)

- CDA and RR Agreement development and negotiation support

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services (\$1,627,853)

CH2M estimate of ASE portion of total DCM Team SA 2 fee (Labor and Expense): \$ 3,619,939.80

EXHIBIT G

CONTRACT I-11-4014

American Surveying & Engineering, P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P-93-011-10	Land Surveys and Preparation and Review of Right-of-Way Plans, Various Routes, Various Counties, Region Two/District Three.	\$300,000.00	\$134,000.00	5/1/2019
I-12-4056	Land Surveys and Preparation and Review of Right-of-Way Plans, Various Routes, Various Counties, Region Two/District Three.	\$3,000,000.00	\$300,000.00	11/30/2019
P-92-099-11	Various Survey Projects, Various Routes, Various Counties, Region Two/District Two	\$350,000.00	\$129,000.00	10/31/2021
RR-14-4223	Tri-State Tollway, Roadway Study, 95th Street (M.P. 17.5) to Cermak Road (M.P. 29.5)	\$503,981.18	\$484,000.00	2/1/2017
I-11-4014	Elgin O'Hare Western Bypass Tollway, Design Corridor Management	\$5,029,117.40	\$1,200,000.00	5/31/2017
I-11-4026	I-294, Interchange, I-57. Project Management and Construction Management Services	\$1,600.00		
I-13-4119	I-88 Photo control: I-39 to Sterling, IL	Work order contract	TBD	TBD
I-13-4623	Elgin O'Hare Western Access, I-290 to IL 83 Advance Work Contracts	\$144,876.45	\$141,522.58	3/27/2022
RR-14-4181	Fiber Optic Maintenance	\$1,172,560.00	\$609,000.00	4/15/2019
I-15-4659	Wight - Phase II and Phase III	Work order contract	\$65,000.00	TBD
I-15-4657	AMEC TY LIN JV DSE EOWA	TBD		
P-91-001-16	IDOT Survey Various/Variou	\$500,000.00	\$500,000.00	
P-94-008-14	IDOT Survey Various/Variou	\$300,000.00	\$287,000.00	

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1</p> <hr/> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6</p> <hr/> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="text-align: right;">_____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">_____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">_____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">_____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ _____</td></tr> </table>	Direct Labor	_____	Direct Costs	_____	Services by Others	_____	Additional Services **	_____	Total this Subconsultant (ULC)	\$ _____	6	<table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Direct Costs</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Services by Others</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Additional Services **</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td style="text-align: right;">\$ _____</td></tr> </table>	Direct Labor	\$ _____	Direct Costs	\$ _____	Services by Others	\$ _____	Additional Services **	\$ _____	Total this Subconsultant (ULC)	\$ _____
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** Additional services funds require prior authorization before use

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

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

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

Project No. I-11-4014

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 2,014.00
(From Exhibit C-3)

Total Dollars: \$ 101,092.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 283,057.60

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 3,146.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ _____

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 286,204.20

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')	
Engineer VI	Thomas Burke	70.00	69.50		
	William Crosson	70.00	69.50		
	Donald Dressel	70.00	69.50		
	John Heinz	65.00	69.50		
	Michael Kerr	70.00	69.50		
	Michael Matkovic	70.00	69.50		
	Jason Souden	70.00	69.50		
	David Vandervelde	70.00	69.50		
	Phyllis Whitlock	70.00	69.50		
	George Ziegler	70.00	69.50		
	Engineer V	Mark Emory	70.00	61.25	
		Martin Worman	69.20	61.25	
John Caruso		67.00	61.25		
Majid Mobasser		67.00	61.25		
Gary Rozwadowski		66.50	61.25		
Stephen Sugg		66.00	61.25		
Darren Olson		63.00	61.25		
David Wright		63.00	61.25		
Patrick Kiely		62.40	61.25		
Gerald Robinson		62.00	61.25		
Daniel Lynch		61.50	61.25		
Lisa Gasperec		61.00	61.25		
William Sprague		58.75	61.25		
Val Racich		58.00	61.25		
Erik Gil		57.25	61.25		
Bryan Welch		57.00	61.25		
Lee Fell		56.00	61.25		
Lynn Krauss		55.75	61.25		
Jeffrey Juikowski		55.00	61.25		
Bryan Luke		55.00	61.25		
Scott Soderstrom	55.00	61.25			
Engineer IV	David Sulkowski	60.00	51.04		
	James Skvarla	60.00	51.04		
	Kevin Belke	59.80	51.04		
	Ilene Dailey	59.00	51.04		

Date Revised 04/09/12

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Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Jeffrey Ehrhart	59.00	51.04	
	Paul Bourke	58.00	51.04	
	Martin Michalowicz	55.50	51.04	
	Vincent Wroblewski	55.20	51.04	
	Robert Jungwirth	53.50	51.04	
	James Amelio	52.00	51.04	
	Brad Hartjes	51.40	51.04	
	Jonathan O'Connell	51.00	51.04	
	Orion Gale	50.00	51.04	
	Matthew Huffman	49.80	51.04	
	Michael Cothard	49.75	51.04	
	Greg Sanders	49.50	51.04	
	Andrew Pufundt	49.50	51.04	
	Melissa McGhee	49.50	51.04	
	Anthony DeRocco	49.00	51.04	
	Kevin Wilson	49.00	51.04	
	Phillip Santos	48.50	51.04	
	Travis Parry	47.50	51.04	
	Luke Sherry	47.50	51.04	
	David Buckley	46.20	51.04	
	Donald Oliphant	46.00	51.04	
	Jeana Gowin	45.50	51.04	
	Katrina Ballado	43.50	51.04	
	Frank Nemes	43.00	51.04	
	David Vogel	42.00	51.04	
Engineer III	Mark Thomas	52.50	42.63	
	Eric Taraska	49.00	42.63	
	Miroslaw Antas	46.00	42.63	
	Christopher Faust	45.20	42.63	
	Jeffrey Barnett	45.00	42.63	
	Emily Anderson	45.00	42.63	
	Casey McCollom	44.00	42.63	
	Nicholas Morel	43.00	42.63	
	Penelope Burke	42.50	42.63	
	Tracy Wais	42.50	42.63	
	Nicole Lehmann	42.00	42.63	
	Ryan Lindeman	42.00	42.63	
	William Schultz	42.00	42.63	
	Kristen Marquie	41.00	42.63	
	David Dobson	40.50	42.63	

Date Revised 04/09/12

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Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Megan Elberts	40.40	42.63	
	Elizabeth Jensen	40.00	42.63	
	Muhammad Younus	39.40	42.63	
	Marlin Bojovic	38.25	42.63	
	Kevin Baldwin	38.00	42.63	
	Michael Burke	37.00	42.63	
Engineer I/II	Kelly Gibbons	38.25	31.20	
	Matthew Vorderer	38.00	31.20	
	Daniel O'Connell	37.00	31.20	
	Edmund Burke	36.75	31.20	
	Rebekkah Carney	36.50	31.20	
	David Kleinwachter	36.50	31.20	
	Nicholas Trammel	34.00	31.20	
	Razvan Calin	32.50	31.20	
	John LaPaglia	32.00	31.20	
	Andrea Pizzo	30.40	31.20	
	Daniel Schroeder	29.50	31.20	
	Joshua Sitrick	29.00	31.20	
	Lewis Reynolds	29.00	31.20	
	Kevin Lill	29.00	31.20	
	Alex Schaefer	28.50	31.20	
	Joseph Antonioli	28.00	31.20	
	Thomas Gordon	28.00	31.20	
	Brian Kubilius	28.00	31.20	
	Paul Feeney	27.50	31.20	
	Douglas Kerr	27.50	31.20	
	Bobby Gunnells	27.35	31.20	
	William Loftus	27.30	31.20	
	Ryan Duffy	27.00	31.20	
Environmental Resource Specialist V	Jedd Anderson	69.50	69.50	
Environmental Resource Specialist IV	Thomas McArdle	61.00	53.08	
	Peter Knysz	61.00	53.08	
	Julie Gangloff	52.00	53.08	
	Casey Perry	50.00	53.08	
	Angela Force	48.00	53.08	
	Thomas Kehoe	46.50	53.08	
Environmental Resource Specialist III	Eric Japsen	45.75	39.88	
	Robert Sliwinski	42.75	39.88	
	Megan Briggs	39.50	39.88	
	Travis Kessler	39.00	39.88	

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Michael Jones	37.25	39.88	
	Elizabeth Gilson	35.00	39.88	
Environmental Resource Specialist I/II	Monica Giermek	26.92	26.71	
	Kurt Hansen	26.50	26.71	
Environmental Resource Technician	Kenneth Koppja	35.50	35.50	
Landscape Architect	Douglas Gotham	51.00	51.00	
Survey V	John Murphy	70.00	70.00	
Survey IV	Kenneth Rasmussen	63.50	63.50	
Survey III	Brian Gillett	54.25	54.25	
Survey II	Karl Schlenker	40.25	38.60	
	Thomas Wilk	42.25	38.60	
	Robert Keller	42.25	38.60	
	Martin Wiggins	42.25	38.60	
	Damian Reber	26.00	38.60	
Survey I	Alberto Torres	32.50	30.17	
	Piotr Galecki	29.00	30.17	
	William Wilson	29.00	30.17	
CAD Manager	Paul Najarro	59.50	57.08	
	Peter Magnelli	57.50	57.08	
	Alexie Karavakis	54.25	57.08	
Assistant CAD Manager	James Schmieder	50.50	48.50	
	Michael Goldenberg	46.50	48.50	
CAD Technician II	Elmo Toda	49.00	44.25	
	Primo Razalan	45.00	44.25	
	Eduardo Toda	43.00	44.25	
	Fidel Bariso	40.00	44.25	
CAD Technician I	Fernando Pacione	34.25	34.25	
Engineering Technician V	Frank Tripicchio	67.00	62.00	
	Mark Wrzeszcz	57.00	62.00	
Engineering Technician IV	Gerald Hennelly	47.00	47.00	
Engineering Technician III	Boris Vukovic	50.25	44.38	
	Mark Koonce	49.00	44.38	
	Thomas Szabo	39.50	44.38	
	Ross Shannon	38.75	44.38	
Engineering Technician I/II	Ron Olson	50.50	36.60	
	Ella Sidorczuk	43.00	36.60	
	Stephan Gasperec	36.50	36.60	
	William Suchy	36.00	36.60	
	Jeffrey Househ	17.00	36.60	
GIS Specialist III	David Walters	44.30	44.30	

Date Revised 04/09/12

Page 8 of 20

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
GIS Specialist I/II	Matthew Hayes	27.00	27.00	
Engineering Intern	Jesus Urquiza	13.00	13.00	
Administrative	Julie Cahill	37.00	31.52	
	Paula Bassett	35.50	31.52	
	Mary Veit	33.50	31.52	
	Sharon Lennstrom	33.00	31.52	
	Michelle Harford	33.00	31.52	
	Kane Shamoon	31.00	31.52	
	Heidi Cothard	30.25	31.52	
	Ami Wenz	29.50	31.52	
	Felizarda Gregorio	29.40	31.52	
	Diana Anderson	29.30	31.52	
	Kimberly Rocha	28.75	31.52	
	Mercy Lamourt	26.00	31.52	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

6/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 5/31/2018			
Date Date	Date Date	Date Date	Date Date	Date Date	Date Date
7.0	12.0	5.0			
24.0	24.0	24.0	24.0	24.0	60.0
29.17%	51.50%	22.10%			
Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 102.77%

Date Revised 04/02/12

Project No.: I-11-4014

Consultant: Christopher B. Burke Engineering, Ltd.

Date: 4/7/2016

Total Escalation Factor from C-2: 102.77%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW	(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Engineer VI	\$69.50	\$70.00	50.00	\$ 3,500.00
Engineer V	\$61.25	\$62.95	40.00	\$ 2,518.00
Engineer IV	\$51.04	\$52.45	90.00	\$ 4,721.00
Engineer III	\$42.63	\$43.81	100.00	\$ 4,381.00
Engineer I/II	\$31.20	\$32.06	100.00	\$ 3,206.00
Environmental Resource Specialist V	\$69.50	\$70.00	375.00	\$ 26,250.00
Environmental Resource Specialist IV	\$53.08	\$54.55	575.00	\$ 31,366.00
Environmental Resource Specialist III	\$39.88	\$40.98	140.00	\$ 5,737.00
Environmental Resource Specialist I/II	\$26.71	\$27.45	175.00	\$ 4,804.00
Environmental Resource Technician	\$35.50	\$36.48	148.00	\$ 5,399.00
Landscape Architect	\$51.00	\$52.41		
Survey V	\$70.00	\$70.00		
Survey IV	\$63.50	\$65.26		
Survey III	\$54.25	\$55.75		
Survey II	\$38.60	\$39.67		
Survey I	\$30.17	\$31.01		
CAD Manager	\$57.08	\$58.66	23.00	\$ 1,349.00
Assitant CAD Manager	\$48.50	\$49.84	26.00	\$ 1,296.00
CAD II	\$44.25	\$45.48	50.00	\$ 2,274.00
CAD I	\$34.25	\$35.20		
Engineering Technician V	\$62.00	\$63.72		
Engineering Technician IV	\$47.00	\$48.30		
Engineering Technician III	\$44.38	\$45.61		
Engineering Technician I/II	\$36.60	\$37.61		
GIS Specialist III	\$44.30	\$45.53	40.00	\$ 1,821.00
GIS Specialist I/II	\$27.00	\$27.75	40.00	\$ 1,110.00
Engineering Intern	\$13.00	\$13.36		
Administrative	\$31.52	\$32.39	42.00	\$ 1,360.00

Total Estimated Work Hours: 2,014.00

Must Match Exhibit A

Total Direct Labor: \$ 101,092.00

Average Hourly Rate: \$ 50.19

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ 65.00 X 20 \$ 1,300.00
Includes Tolls No. of Days

Mileage \$ 0.540 X 500 \$ 270.00
Mileage Rate No. of Miles

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.a>

TOTAL VEHICLE REIMBURSEMENT \$ 1,570.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$ 1,576.60

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS _____

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Christopher B. Burke Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Project Manager: Jedd Anderson, CWS, CPESC

Classification: Environmental Resource Specialist V

Environmental: Peter Knysz, CWS, CPESC

Classification: Environmental Resource Specialist IV

Drainage Engineer: Ilene Dailey, P.E., CFM

Classification: Engineer IV

Water Resources Engineer: Gerald Robinson, P.E., CFM

Classification: Engineer IV

Water Resources Engineer: Michael Cothard, P.E., CFM

Classification: Engineer IV

Water Resources Engineer: Muhammad Younous, PhD, CFM

Classification: Engineer III

GIS Specialist: David Walters

Classification: GIS Specialist III

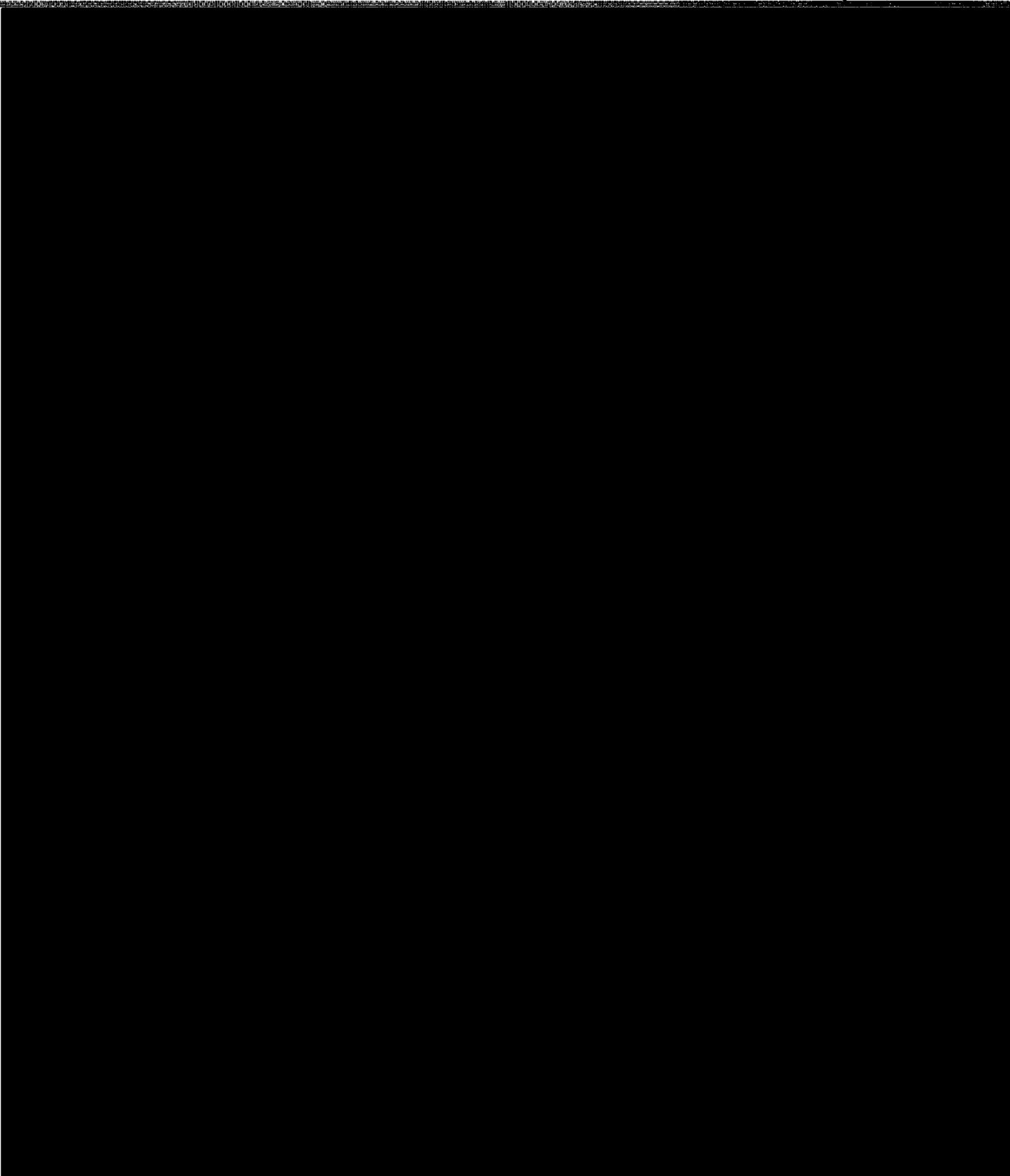
Senior Engineer: _____

Classification: _____

Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.



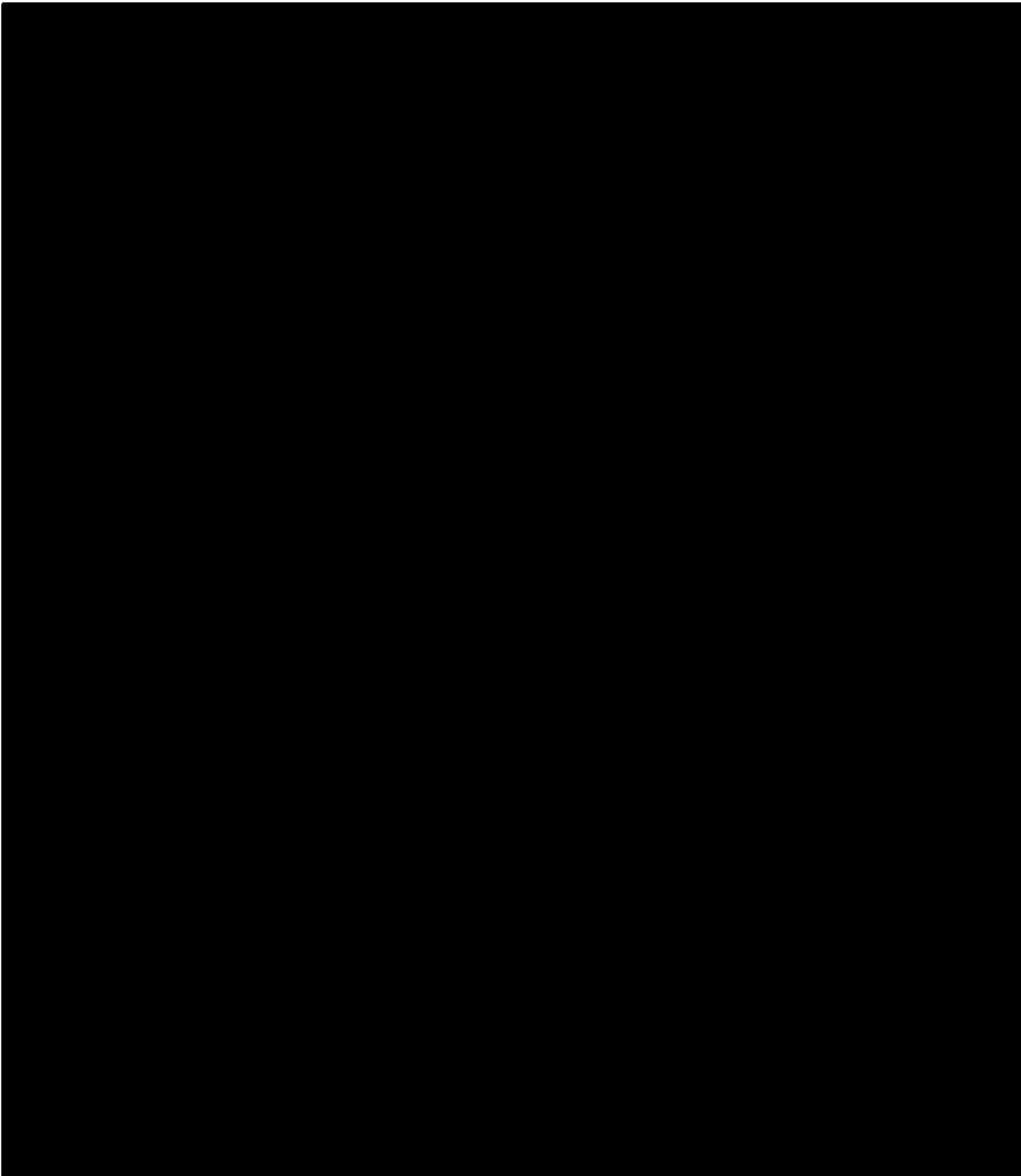


EXHIBIT 1

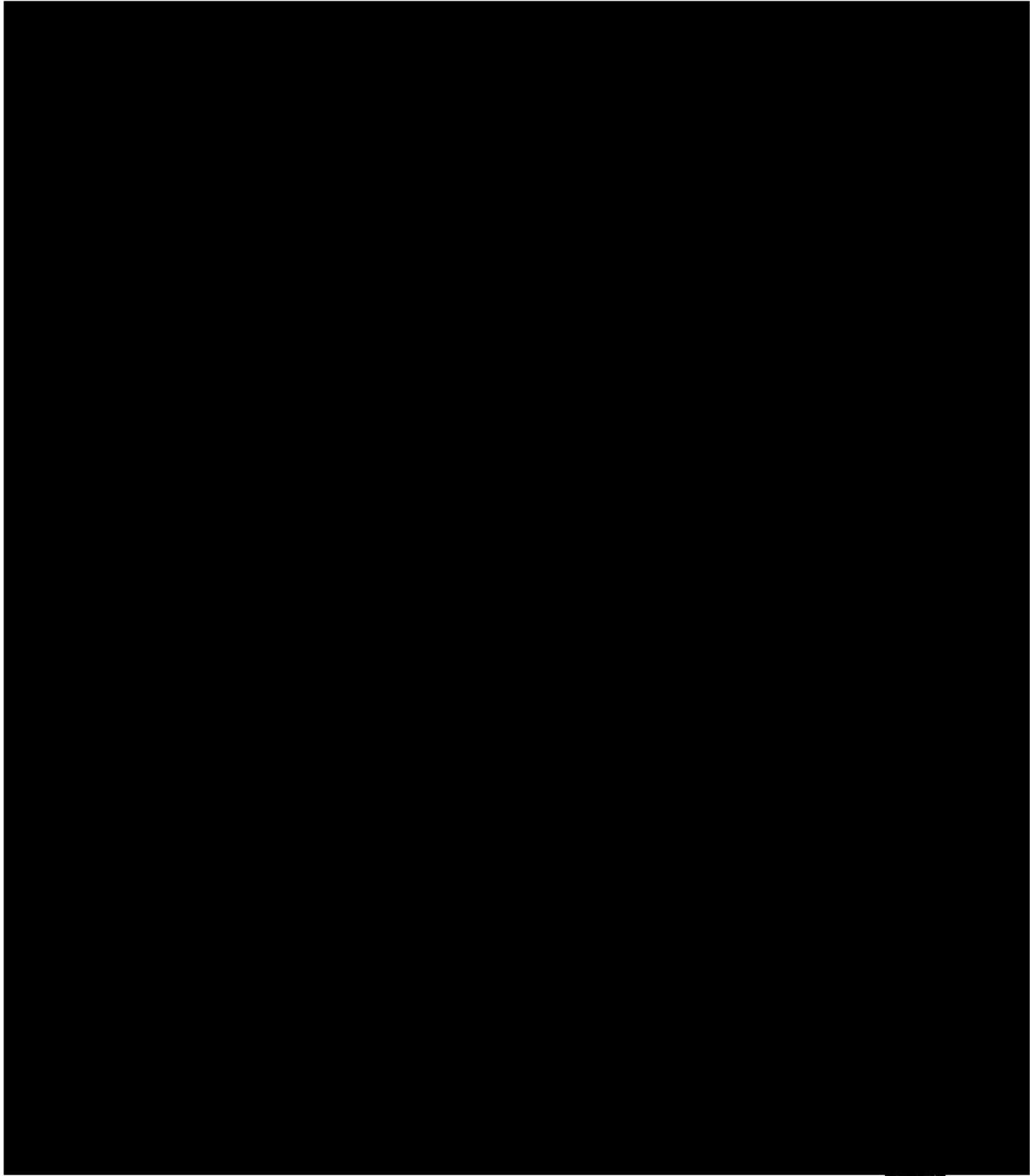
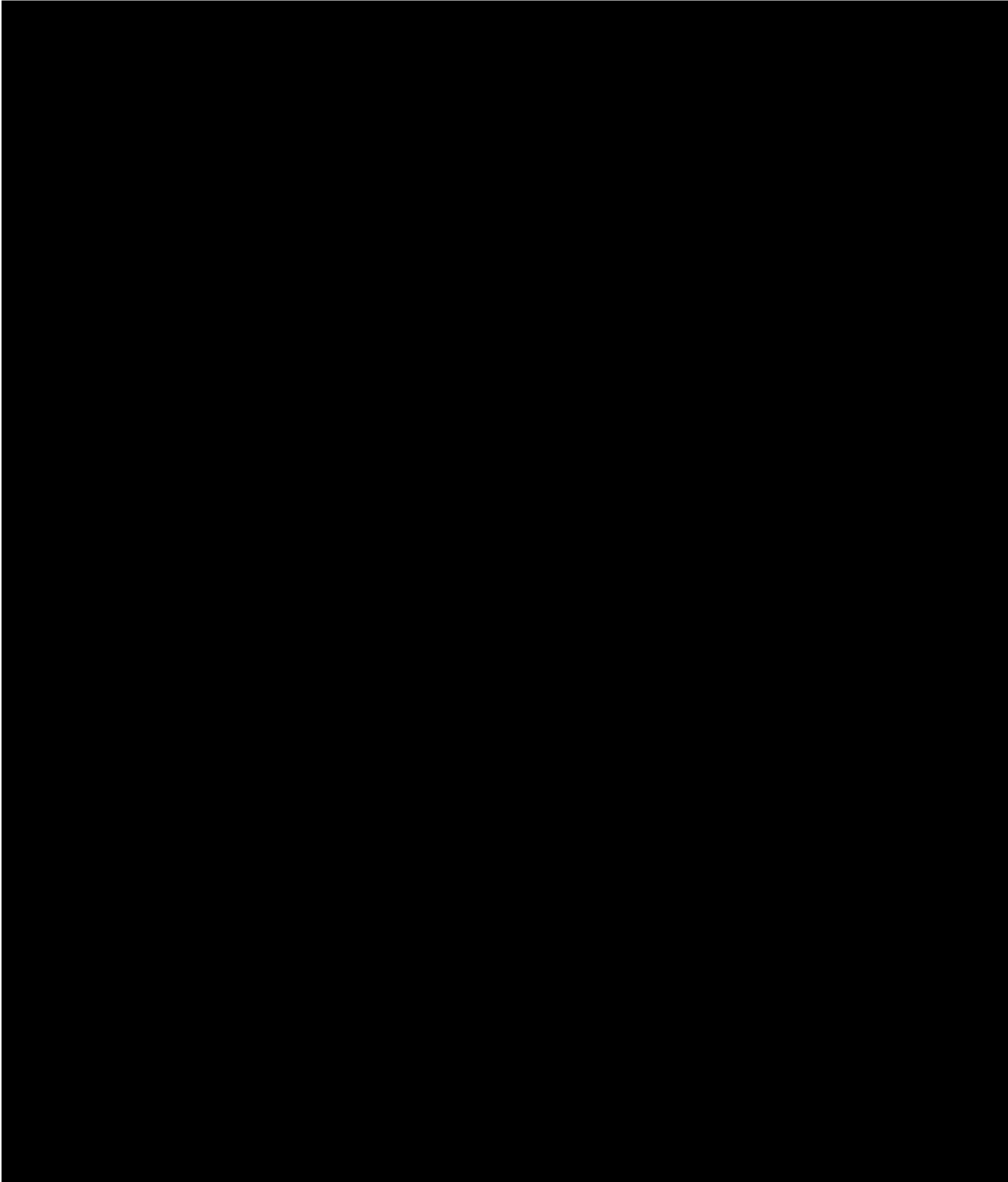


EXHIBIT I



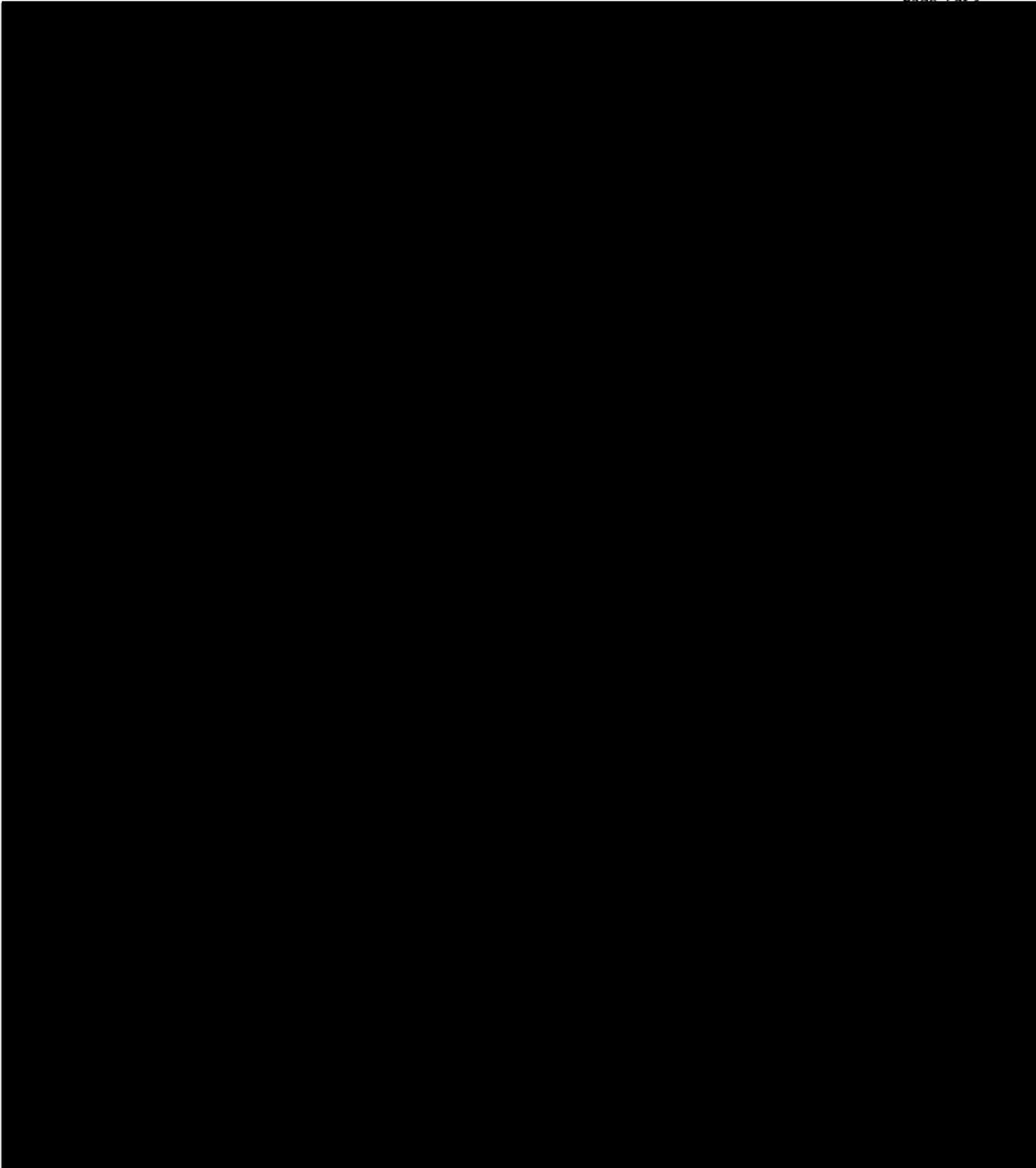


EXHIBIT I

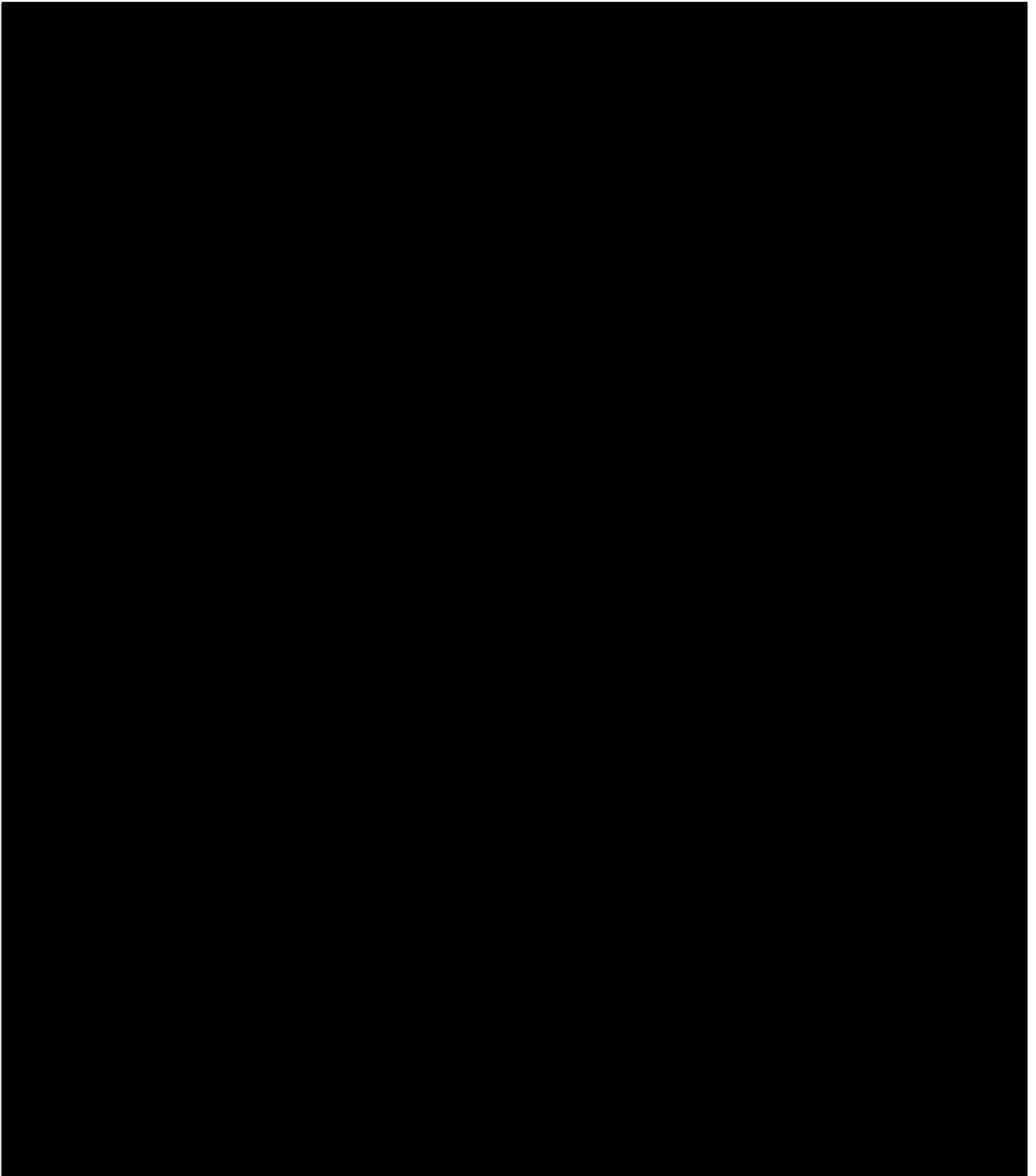
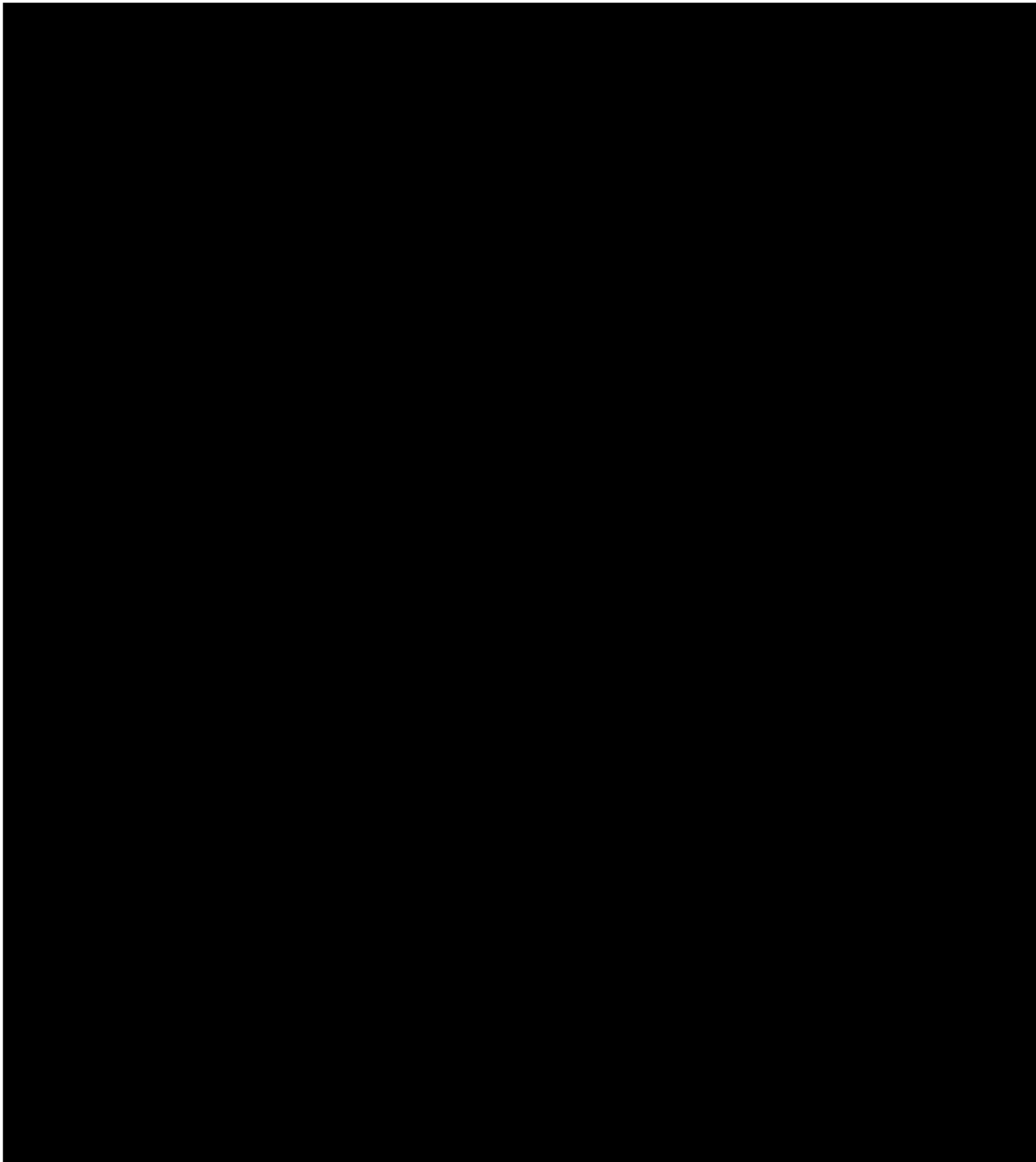
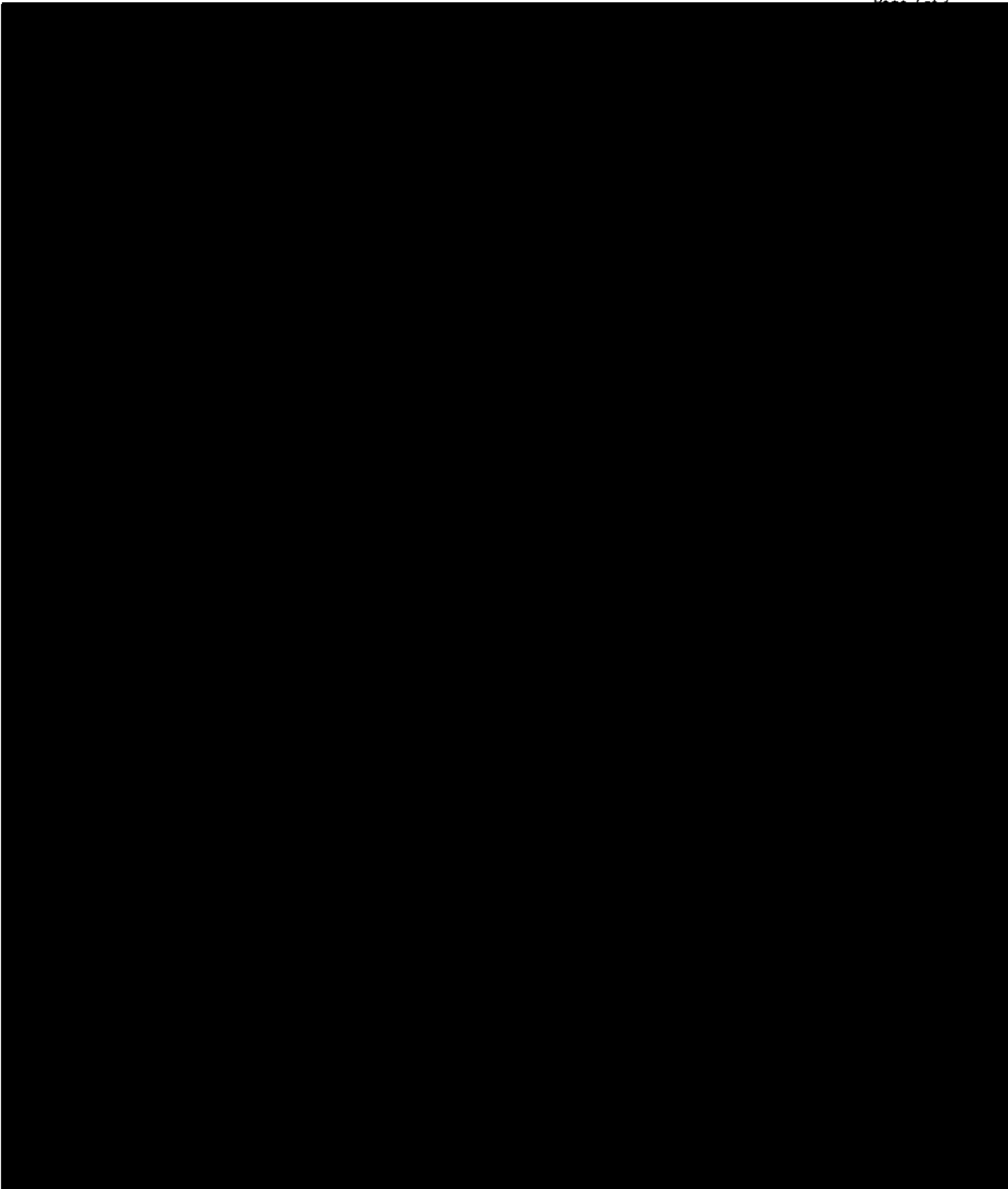


EXHIBIT 1





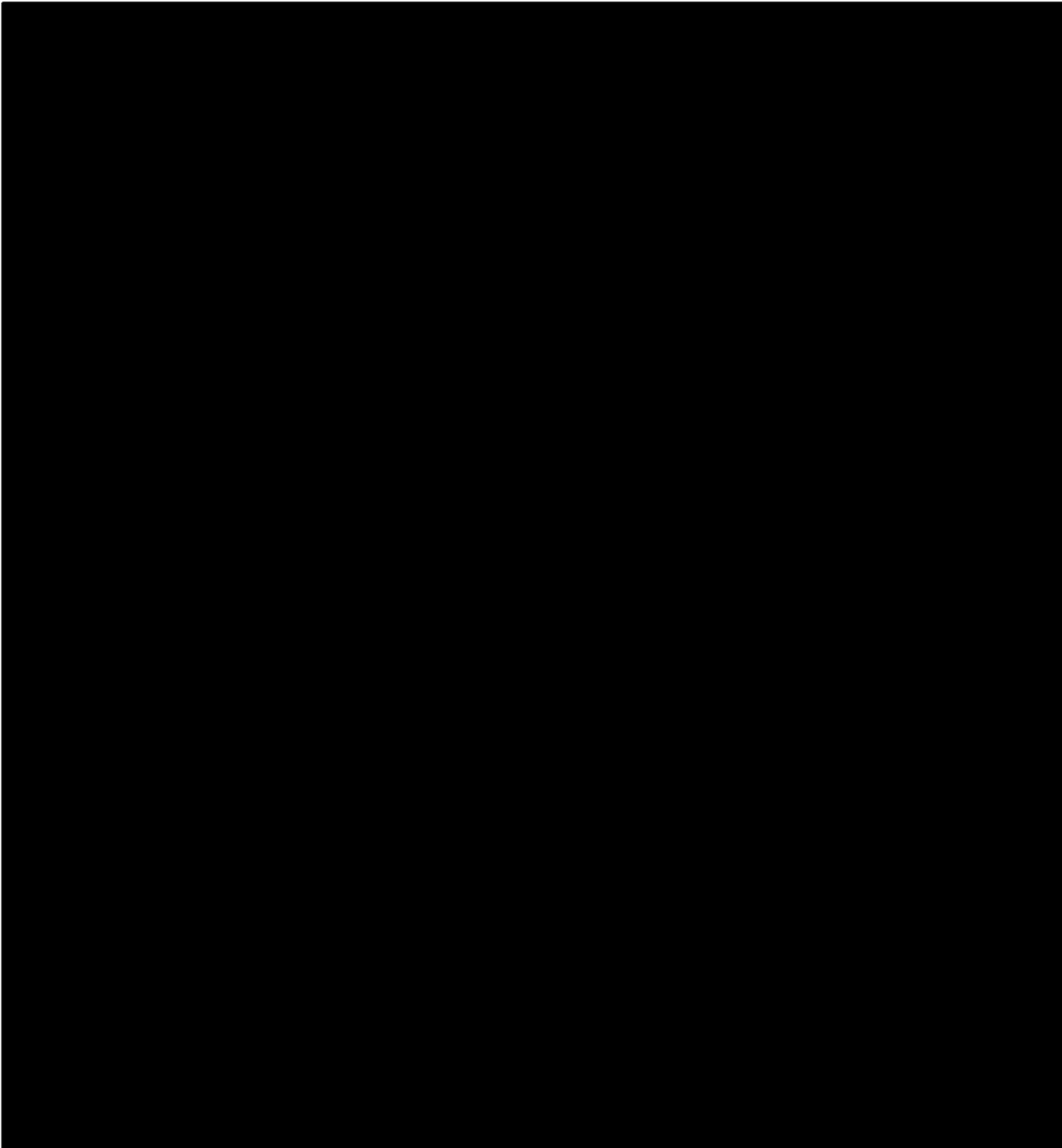


EXHIBIT 1

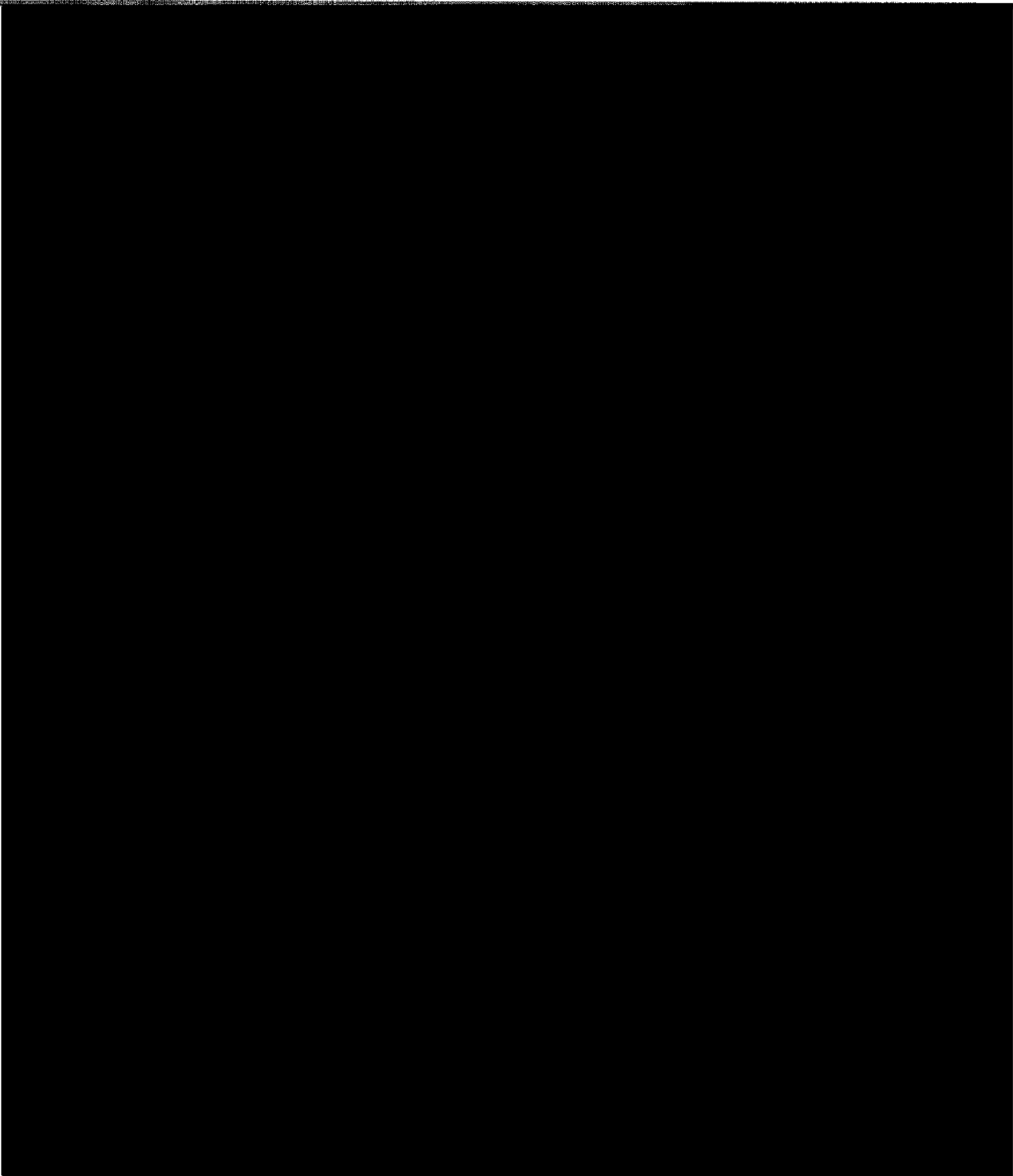
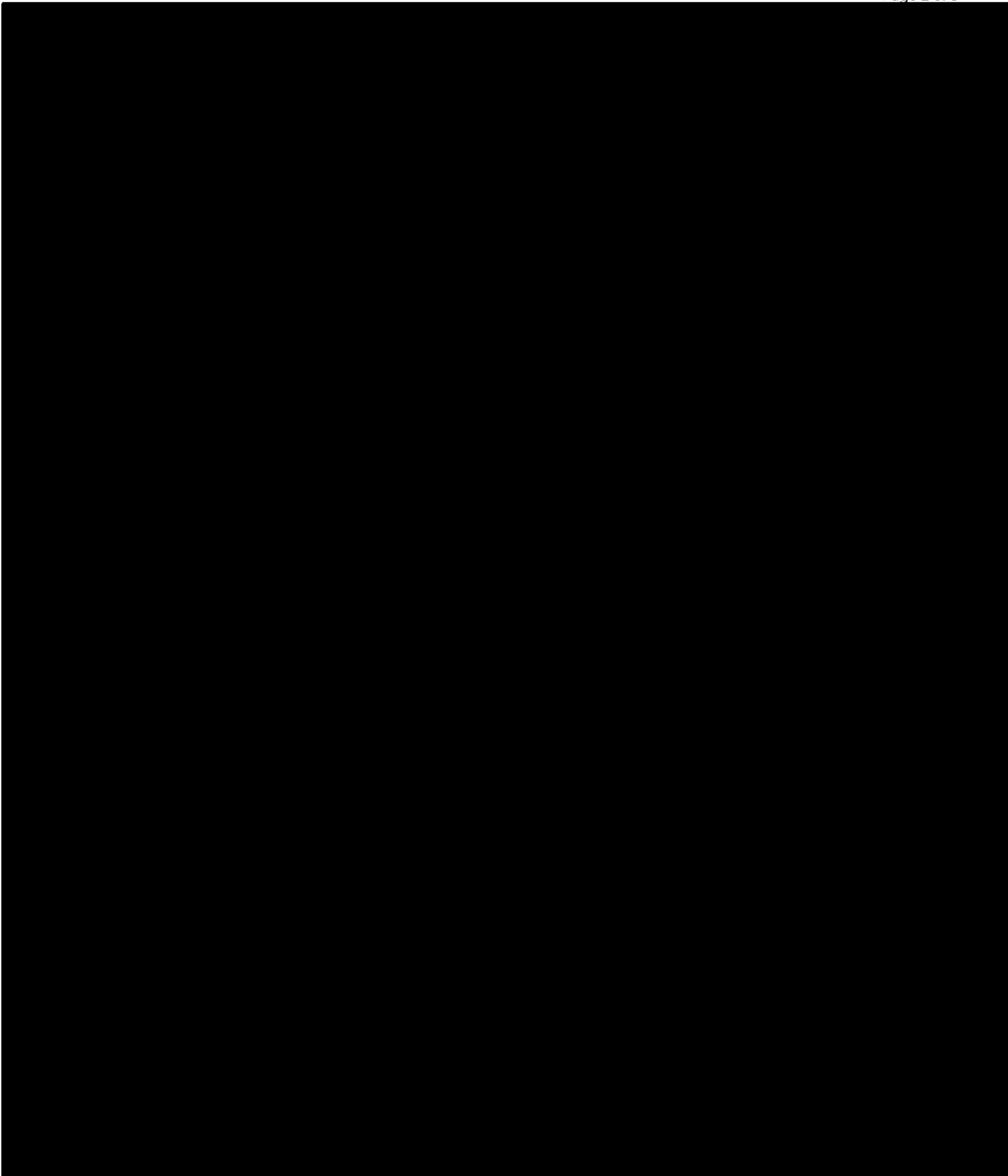
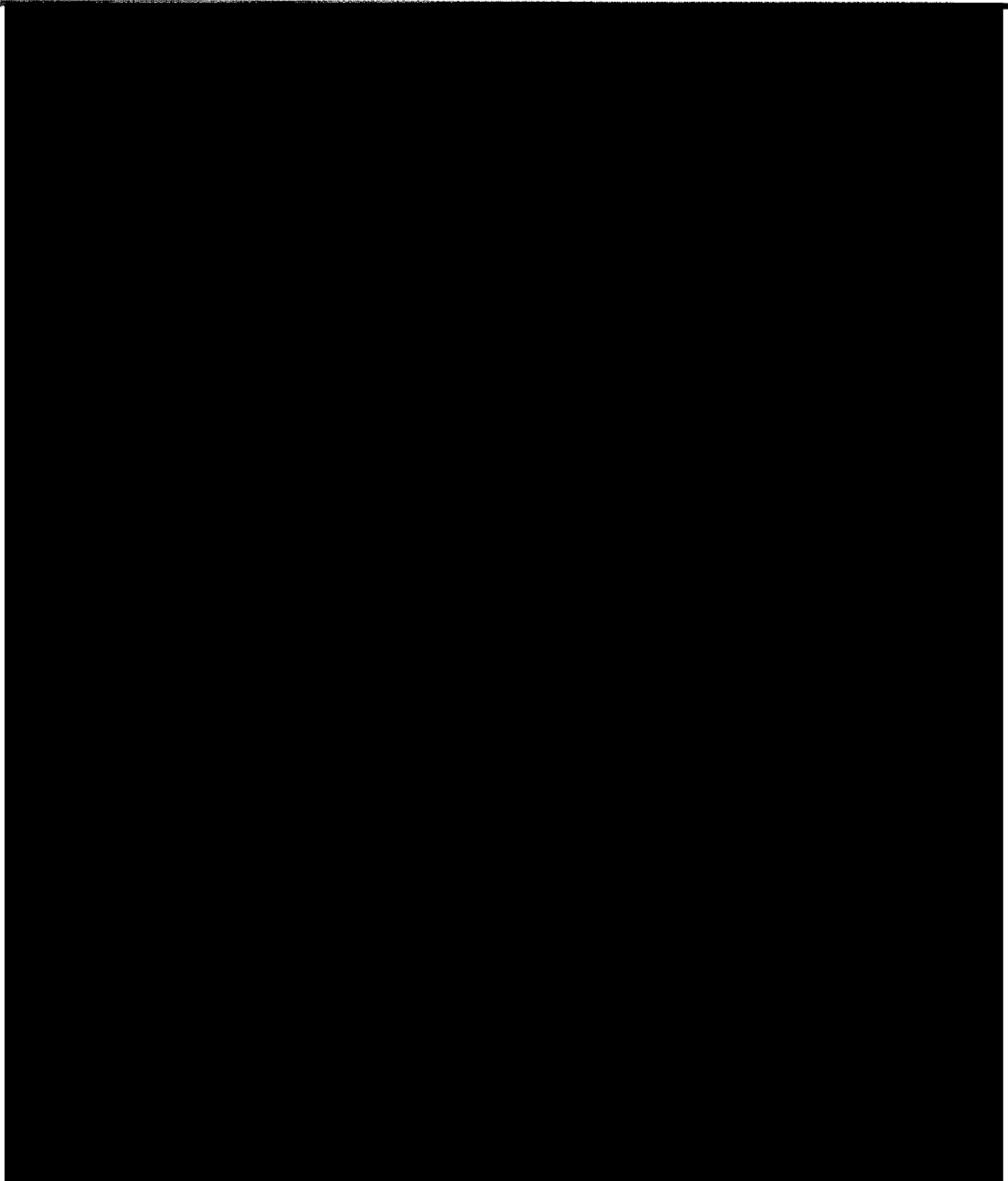


EXHIBIT 1
38 29 54





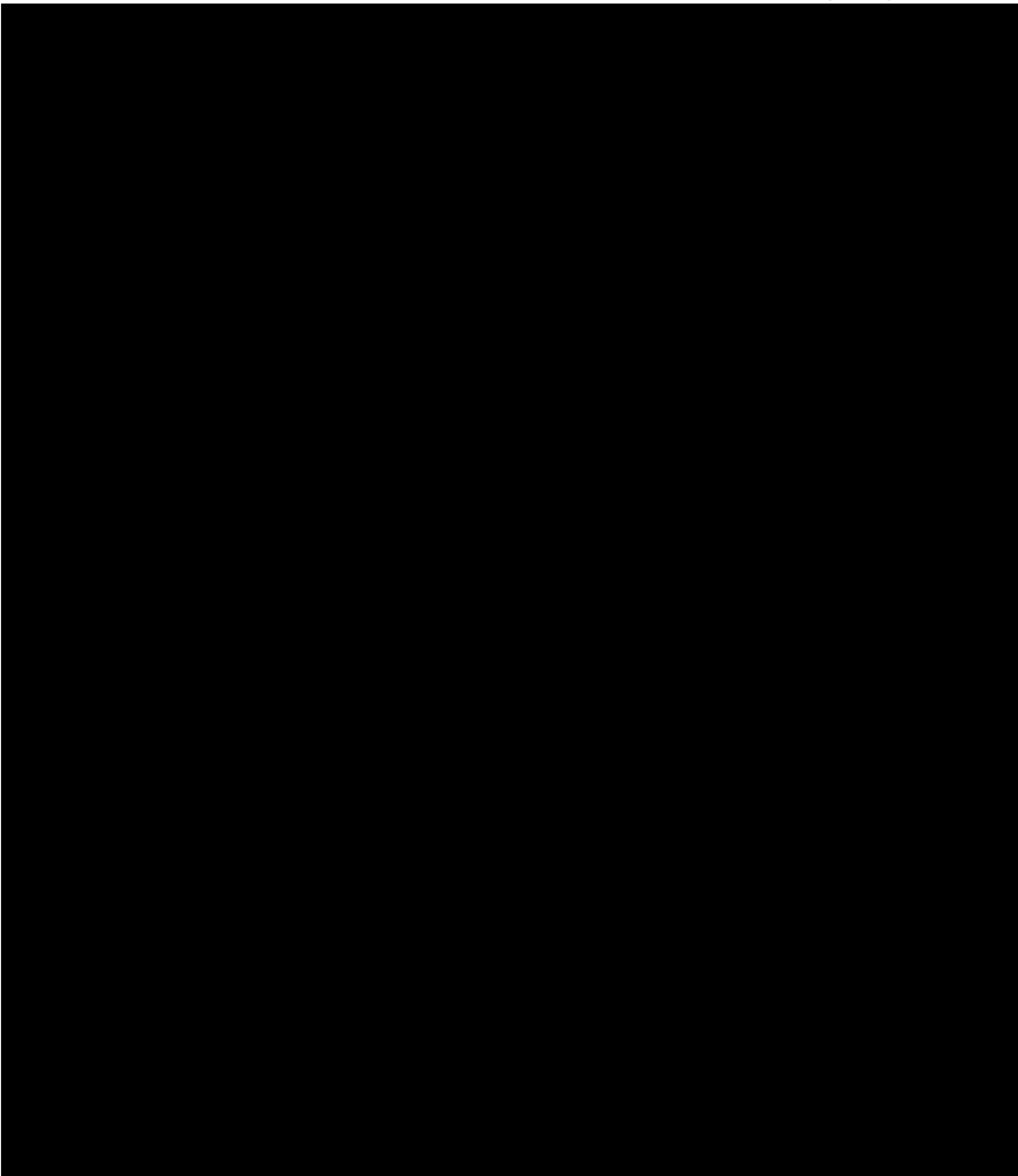


EXHIBIT "1"

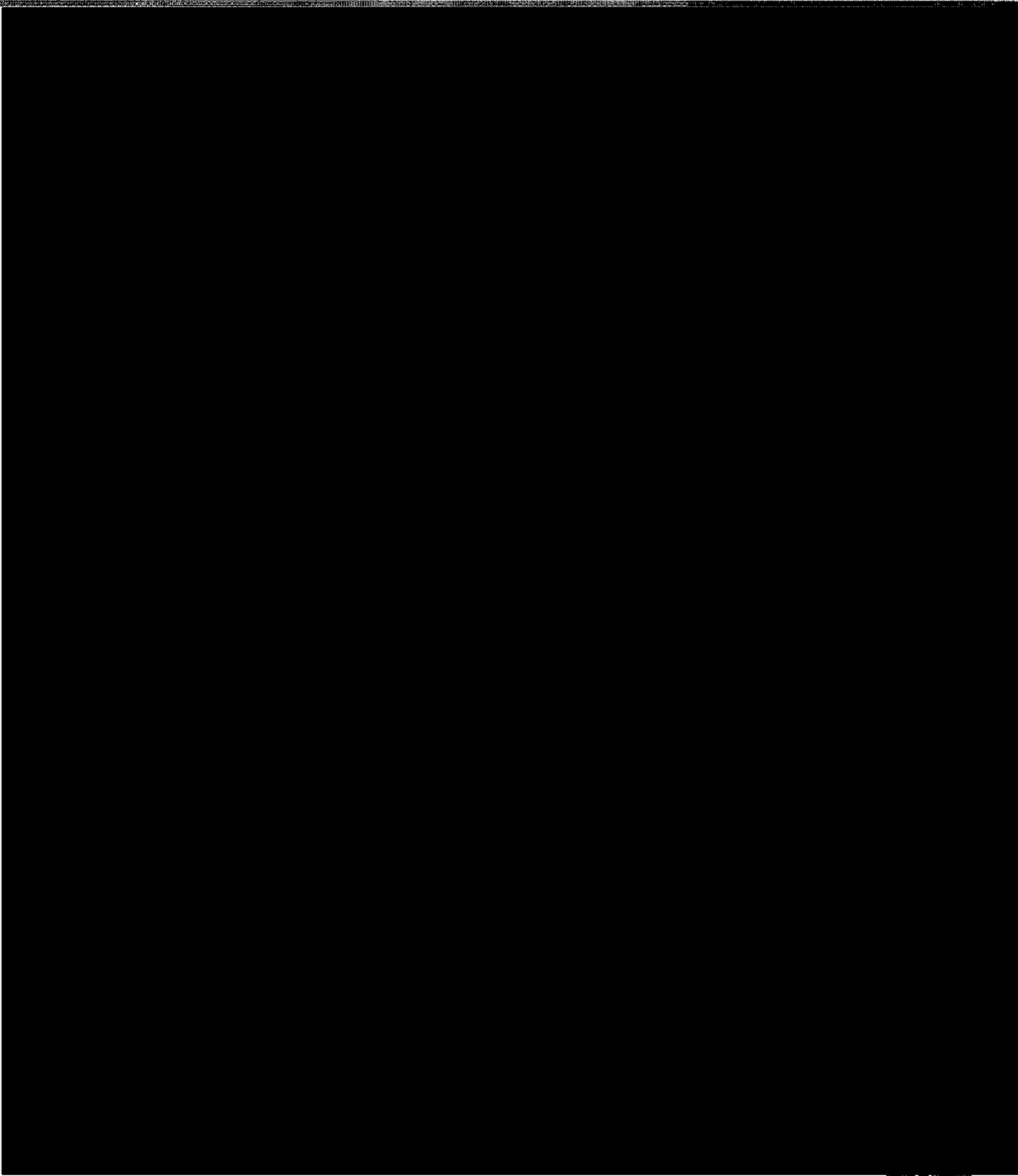
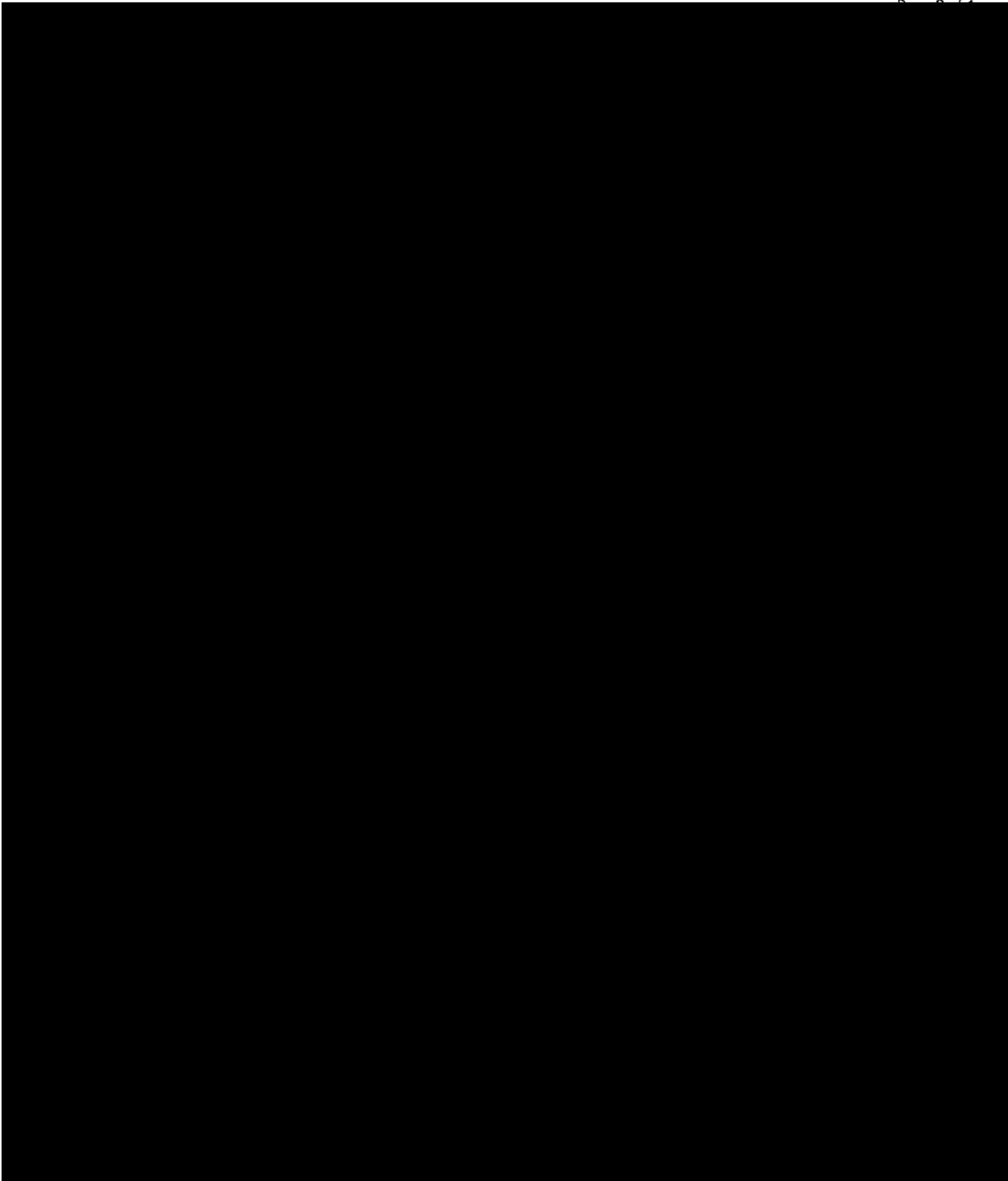


EXHIBIT **1**



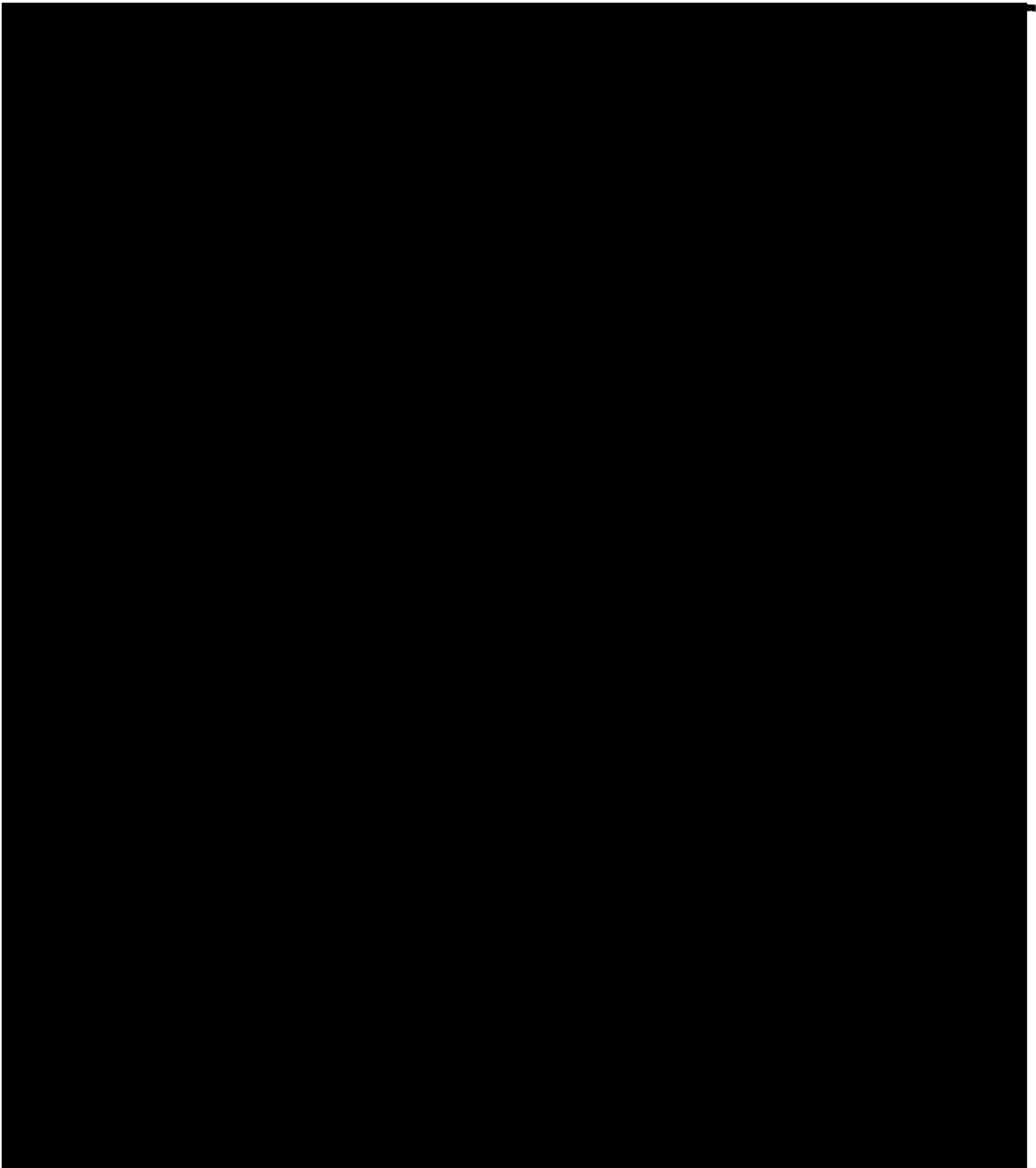


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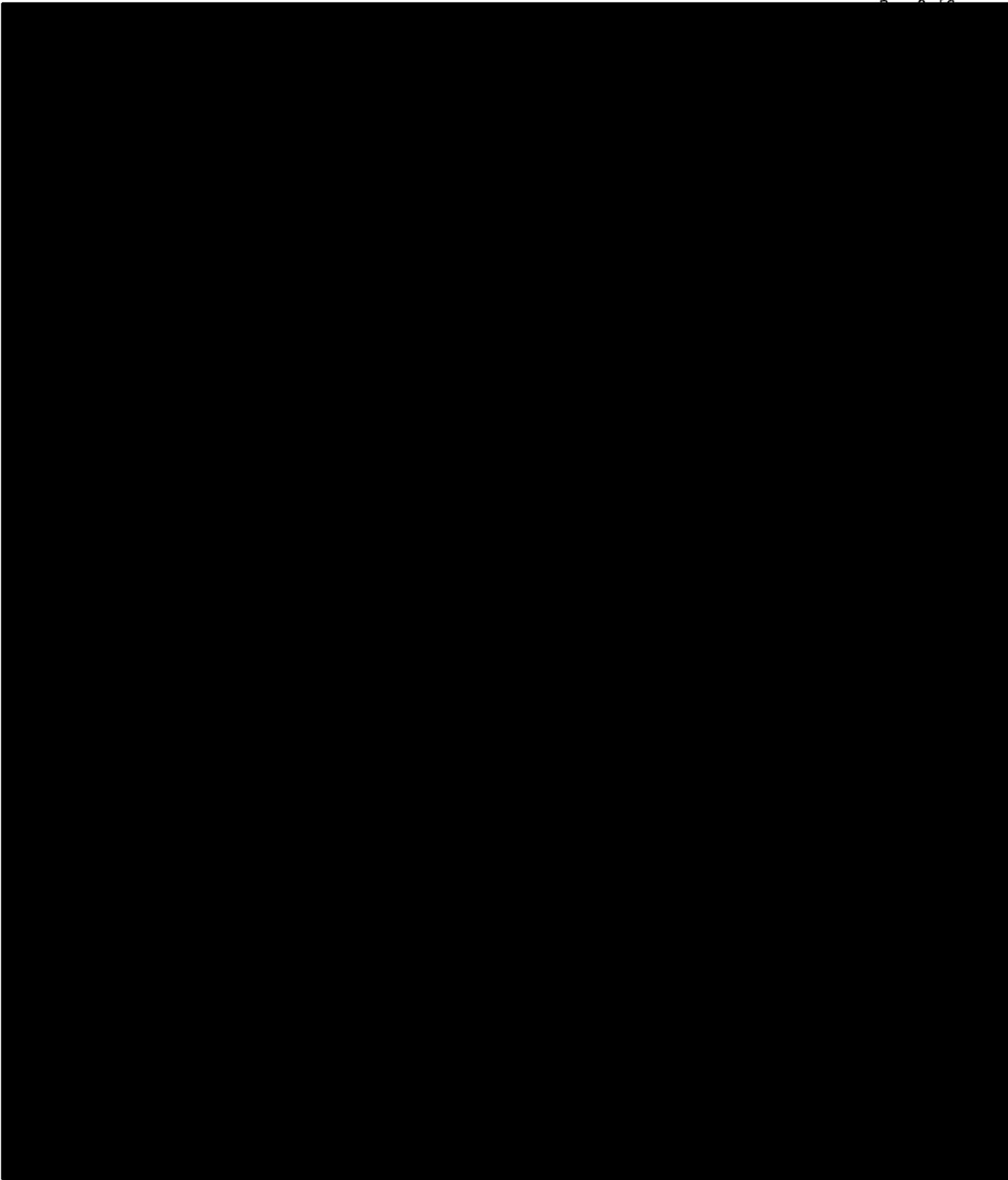


Exhibit F

Scope of Services

Contract I-11-4014

Christopher B. Burke Engineering, Ltd.

A. Design Corridor Management (DCM)

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

3. Permitting Support

- EOWA regulatory permitting support as needed including permitting coordination, updating expiring permits, processing 404 Permit modifications

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services

EXHIBIT G
Contract No I-11-4014

Christopher B. Burke Engineering, Ltd. (CBBEL)
CURRENT OBLIGATIONS FOR PROJECT

ISTHA

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental Agreements and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
As Prime				
RR-11-4032	Environmental Services Upon Request	\$5,000,000	1,264,000	May, 2017
As Sub				
I-11-4014	Elgin O'Hare West Bypass <i>Sub to CH2M Hill</i>	288,161	28,907	May, 2014
I-12-4080	Illinois 53 Extension <i>Sub to TransSystems</i>	800,000	364,488	October, 2014
RR-14-4221	Tristate Tollway Bridge Mile Long Bridge (MP 21.5) <i>Sub to Lochner</i>	1,326,200	1,294,981	March, 2020
RR-14-4222	Tristate Tollway Bridge BNSF Rail Road Bridge (MP 26.6) <i>Sub to Bowman Barrett</i>	964,451	938,098	December, 2017
I-13-4100	I-90 US 20 To Elgin Plaza <i>BCP Tollway Partners, JV</i>	3,015,453-JV 774,730-CBBEL Portion	0	December 2015
I-14-4221	I-90 US 20 To Elgin Plaza <i>BCP Tollway Partners, JV</i>	9,499,523-JV 2,397,971-CBBEL Portion	1,877,817	July, 2017
IDOT				
P-91-152-05	I-80 (US Route 45 to US Route 30)	1,166,799	0	June, 2013
P-91-004-09	Various Safety Assessments	600,000	254,000	October, 2013
P-91-007-09	IL 47 from US 14 to Charles Road Phase I <i>Sub to Strand Associates</i>	404,000	155,000	June, 2013
P-91-388-10	US Route 45 (from IL 132 to IL 173) Phase I	1,468,330	27,000	August, 2015
P-91-003-11	Phase I Studies Various	2,400,000	300,000	February, 2014
P-91-597-10	I-290 West of US 12/20/45 to East IL 50 <i>Sub to Parsons Brinckerhoff</i>	876,291	108,973	June, 2014

EXHIBIT G
Contract No I-11-4014

Christopher B. Burke Engineering, Ltd. (CBBEL)
CURRENT OBLIGATIONS FOR PROJECT

P-91-762-10	I-55 from I-355 to I-94 <i>Sub to Stantec</i>	781,381	212,990	June, 2014
C-93-085-11	IL 47 North of US 34 to IL 71 Phase III	1,995,287	91,621	Sept, 2015
D-91-412-12	Project Management for Phase I, II and or III Projects	5,000,000	759,014	October, 2014
C-91-175-13	Construction Inspection I-90 at Cumberland	2,091,291	300,000	November, 2014
D-91-011-14	Illinois 47 From US 14 to South of II 176 Phase II <i>Sub to Strand Associates</i>	450,000 Still in negotiation	450,000 Still in negotiation	Unknown
D-91-467-14	FAU 2857 Wood St form North of Little Calumet River to South of US6 <i>Sub to infrastructure</i>	190,245	106,471	December, 2016
P-91-119-14	Various Phase I Contracts	1,200,000	723,000	February, 2019
D-60-031-15	Various Scat Projects	400,000	396,000	March, 2017
City of Chicago	Various Contacts	14,000,000	457,000	Various
All other Work Public & Private	Various Contracts	34,698,000	8,054,000	Various

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<hr/>	
Direct Labor		
Direct Costs		
Services by Others		
Additional Services **		
Total this Subconsultant (ULC)	\$	-

6	<hr/>	
Direct Labor		\$ -
Direct Costs		\$ -
Services by Others		\$ -
Additional Services **		\$ -
Total this Subconsultant (ULC)	\$	-

2	<hr/>	
Direct Labor		
Direct Costs		
Services by Others		
Additional Services **		
Total this Subconsultant (ULC)	\$	-

7	<hr/>	
Direct Labor		\$ -
Direct Costs		\$ -
Services by Others		\$ -
Additional Services **		\$ -
Total this Subconsultant (ULC)	\$	-

3	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

8	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

4	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

9	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

5	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

10	<hr/>	
Direct Labor	\$ -	
Direct Costs	\$ -	
Services by Others	\$ -	
Additional Services **	\$ -	
Total this Subconsultant (ULC)	\$	-

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<hr/>		
1	Direct Labor	<u> </u>
	Direct Costs	<u> </u>
	Services by Others	<u> </u>
	Additional Services **	<u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
6	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
2	Direct Labor	<u> </u>
	Direct Costs	<u> </u>
	Services by Others	<u> </u>
	Additional Services **	<u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
7	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
3	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
8	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
4	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
9	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
5	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

<hr/>		
10	Direct Labor	\$ <u> </u>
	Direct Costs	\$ <u> </u>
	Services by Others	\$ <u> </u>
	Additional Services **	\$ <u> </u>
	Total this Subconsultant (ULC)	\$ <u> </u>

** Additional services funds require prior authorization before use

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

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

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

Project Number: I-11-4014

Consultant: EJM Engineering, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Task A - DCM																570
Task B - Master/ Concept Design																
Task C - PS&E																
Task D - Task Orders	180	180	180	20	10											570
TOTALS	180	180	180	20	10											570

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4014

Consultant: EJM Engineering, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,642.00
(From Exhibit C-3)

Total Dollars: \$ 142,862.00
(From Exhibit C-3)

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

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 400,013.60

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 19,986.40

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants) _____
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation) \$ 420,000.00

Project No.: I-11-4014

Consultant:

EJM Engineering, Inc.

Date: 3/18/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes or No)
Project Principal	Joan Berry	70.00	70.00	N
	Christopher Krueger	70.00		
Chief Engineer	Robert Israel	70.00	69.67	N
	Robert Peters	70.00		
	Mohammed Rashed	69.00		
Assistant Chief Engineer	Carl Gutowski	62.45	62.45	N
Senior Engineer	George Haenisch	45.00	52.45	N
	Lisa Sagami	63.96		
	Robert Swanson	48.40		
Lead Engineer	Srijan Adhikari	39.50	42.95	N
	Scott Cain	43.70		
	Gregory Gedemer	41.18		
	Paresh Thakkar	47.43		
Engineer III	Patrick Friedrich	33.16	34.07	N
	Clinton McClure	32.44		
	Ryan Semar	36.60		
Engineer II	Khaled Aboueid	32.50	30.47	N
	William Bakos	33.06		
	Brigitte Barr	28.76		
	Brian Doubek	28.66		
	Bryan Hills	31.14		
	Benjamin Jassin	28.83		
	Mark O'Neil	30.35		
Engineer I	Parag Adhikari	27.25	26.68	N
	Matthew Martinelli	26.73		
	Eric Moecker	25.00		
	David Sippel	27.71		
Construction Inspector	Christina Stoczynski	26.73		
	David Brusich	27.25	27.87	N
	William Deuter III	28.66		
	Josh Grabijas	27.25		
Senior Planner	Christian Haas	28.30		
	Sid Weseman	63.00	63.00	N
Field Engineer	Mohammed Hamed	39.30	44.03	N

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
	Hatem Sultan	48.75		Y
CAD Operator	Paul Scott	30.40	30.40	N
Locator	Eber Figueroa	18.60	18.60	N
Project Administrator	Margaret Gale	28.39	29.42	N
	James Latsis	34.65		
	Jacquelyn Person	25.00		
	Aisha Sharif	29.65		
Administrative	Catherine Carpenter	36.00	34.54	N
	Deborah Mayer	34.70		
	Joanne O'Hara	59.75		
	Marisa Quezada	21.25		
	Renee Stevens	21.00		

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification
- (3) Use as many sheets as necessary to show classifications.

Project No.: -11-4014 Consultant: EJM Engineering, Inc.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
SCHEDULED START DATE: 6/1/2016
RAISE DATE: 7/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016	6/30/2016	7/1/2016	6/30/2017	7/1/2017	5/31/2018	-
1.0	12.0	24.0	24.0	24.0	11.0	24.0
4.17%	51.50%	48.62%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
Factor First Period						Escalation Factor Sixth Period
						60.0

The escalation factor for this project is: 104.29%

Project No. I-11-4014

Consultant: EJM Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 65.00</u>	X	<u>200</u>		<u>\$ 13,000.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.540</u>	X	<u>9,255</u>		<u>\$ 4,997.70</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.a>

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 17,997.70</u>
------------------------------------	--	--	--	--	---------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 1,988.70

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: EJM Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Chief Engineer: Mohammed Rashed

Classification: Chief Engineer

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Construction Inspector: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: _____

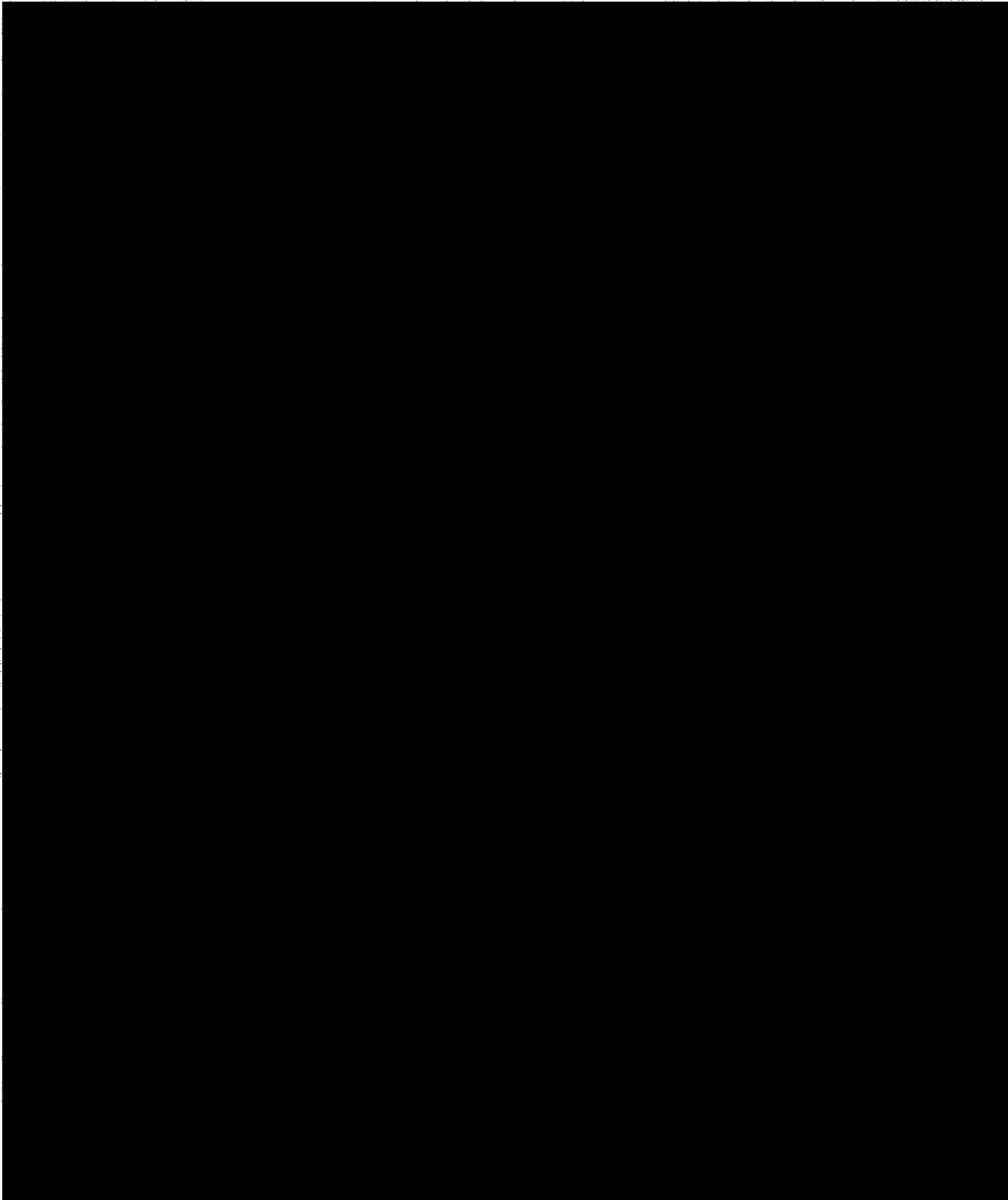
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.



EJM ENGINEERING, INC.

Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer





EJM ENGINEERING, INC.

Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer

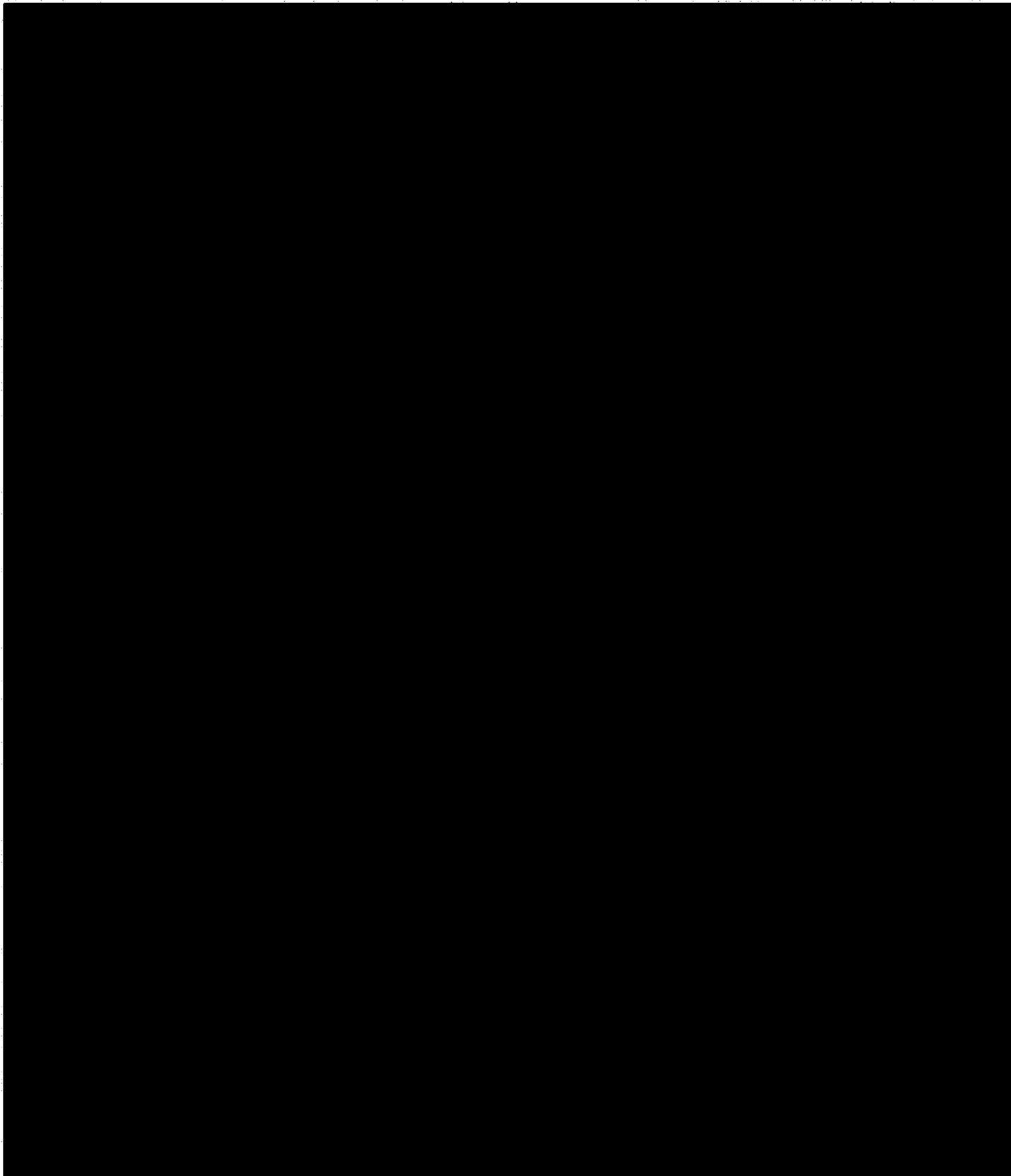
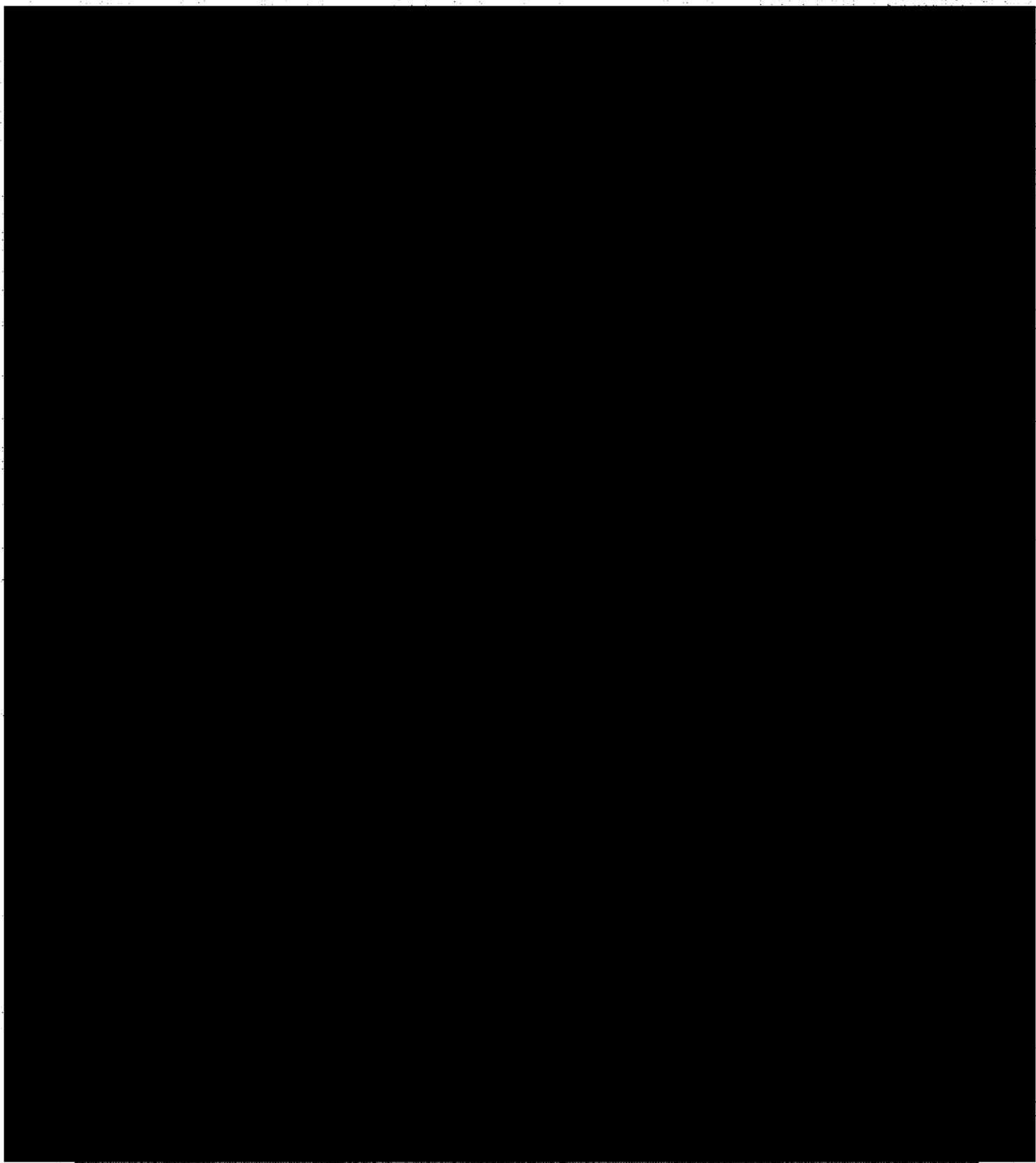


EXHIBIT "1"

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EJM ENGINEERING, INC.

Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer

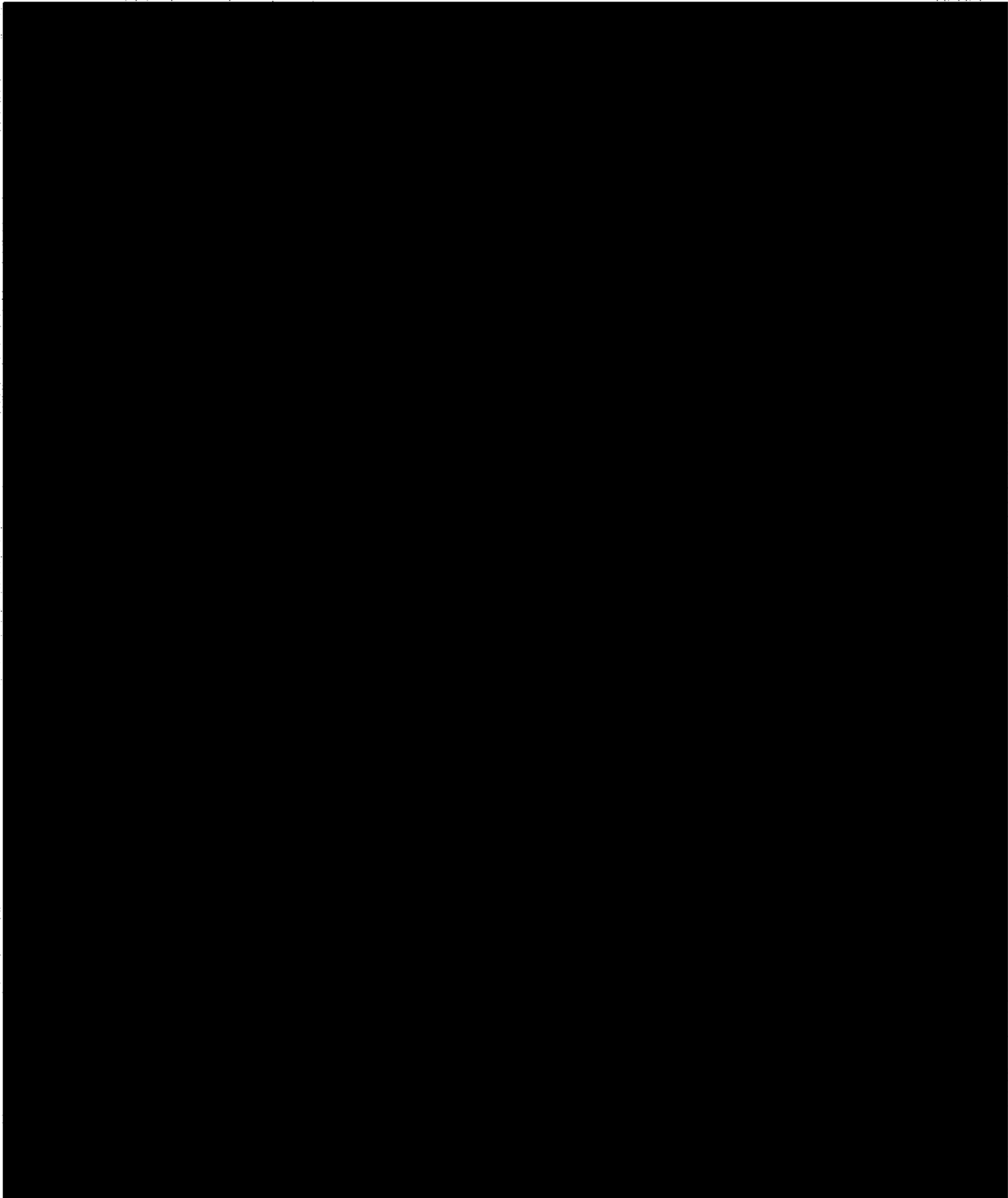


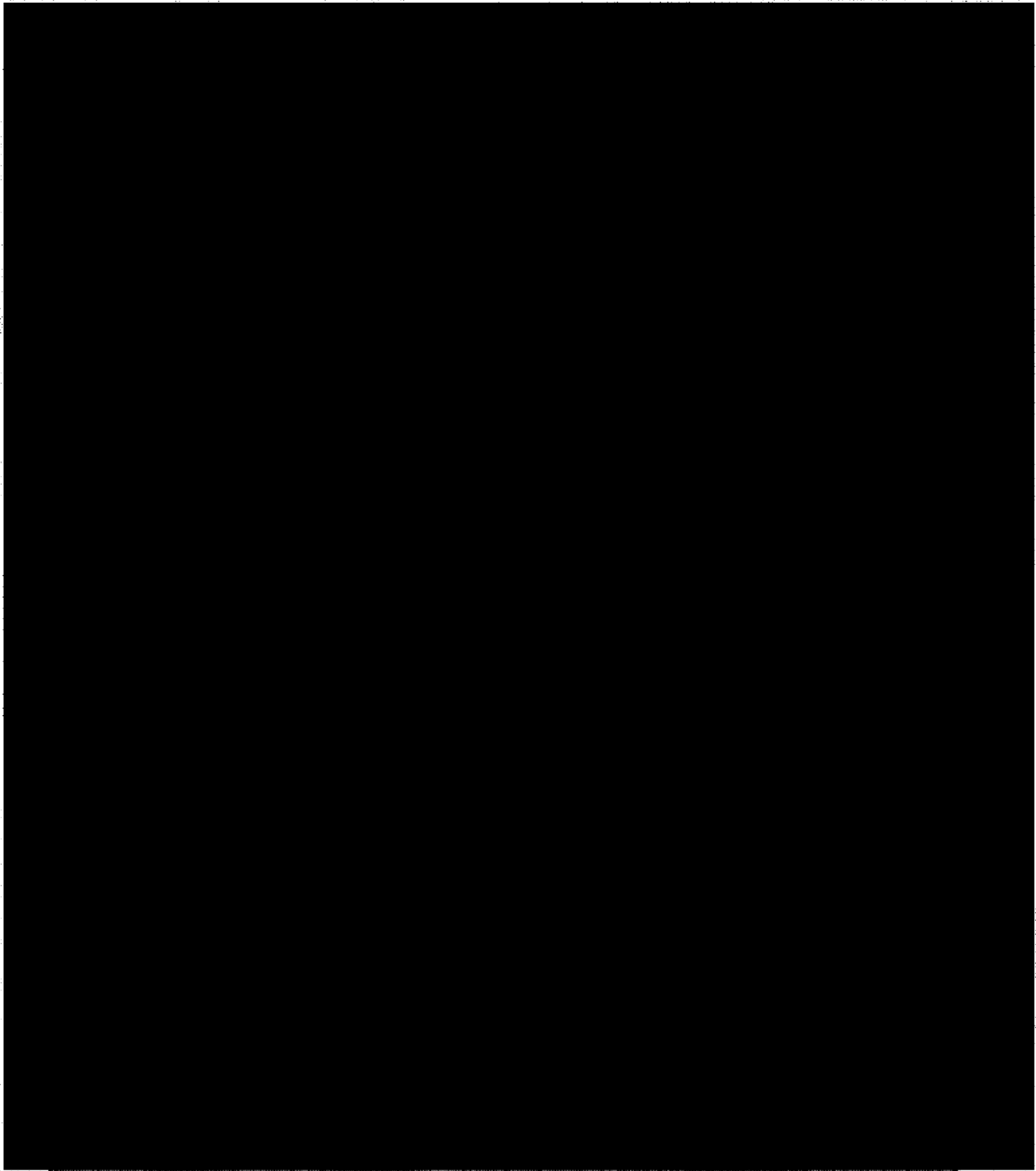
EXHIBIT "1"

Page 524 of 541



EJM ENGINEERING, INC.

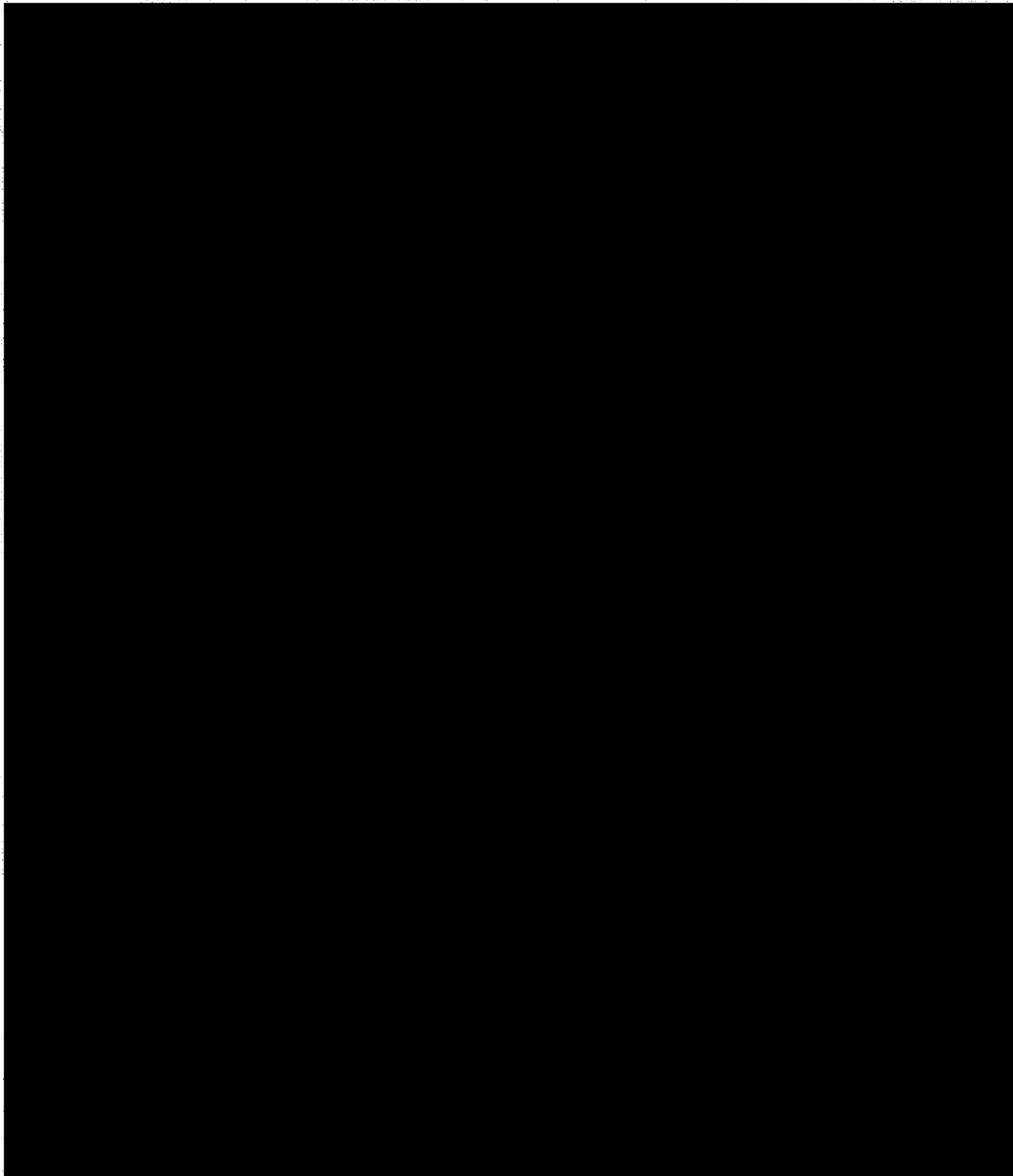
Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer





EJM ENGINEERING, INC.

Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer





EJM ENGINEERING, INC.

Mohammed Rashed, PE, LEED Green Associate
Chief Electrical Engineer

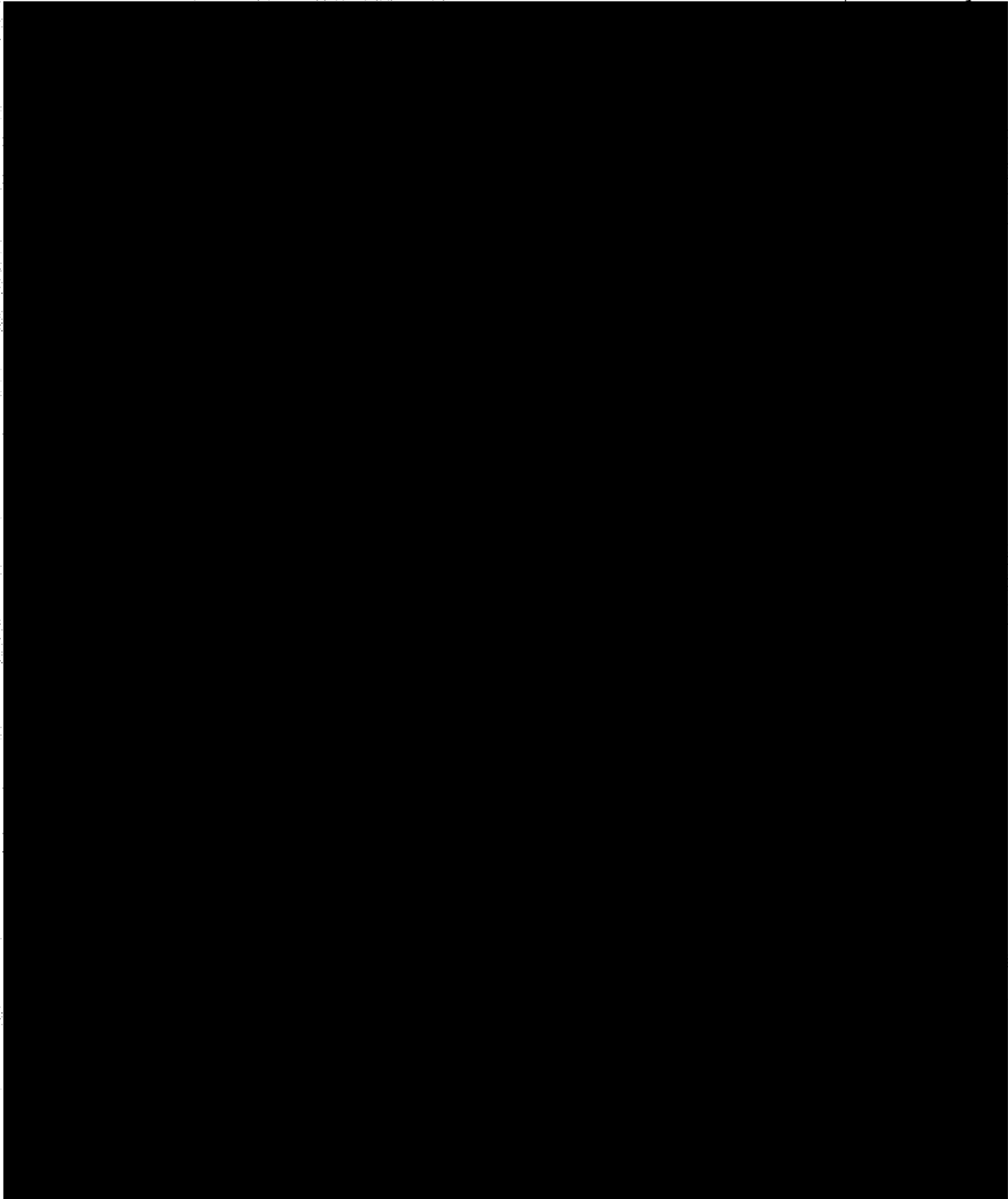


EXHIBIT "1"

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Exhibit F
Scope of Services
Contract I-11-4014
EJM Engineering, Inc.

D. Task Order Requests

- **Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services**

EXHIBIT G

Contract No. I-~~11-4014~~
11-4014
EJM Engineering, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-13-4151	Design Upon Request	\$6,500,000-Contract \$3,315,000-EJM	\$4,690,000.00	12/31/2021
RR-12-4083	Design Upon Request	17,500,000-JV Contract	\$0.00	Completed
RR-10-9974	Traffic Engineering Services	\$730,387.00	\$191,000.00	12/31/2016
RR-10-9973	General Engineering Consultant	\$1,781,821.00	\$600,000.00	12/31/2016
I-11-4014	Elgin O'Hare West Access	\$1,346,468.00	\$23,000.00	12/31/2018
RR-14-4223	I-294 Master Plan	\$200,691.00	\$199,021.00	2/28/2017
I-15-4657	Elgin O'Hare Western Access	\$173,092.00	\$173,092.00	5/31/2018
PTB 146/01	I-57/I-294	\$512,453.00	\$143,214.00	12/31/2017
PTB 152/4	I-80 Phase I/II	\$466,879.00	\$56,264.00	12/31/2016
PTB 157/5	US 6/IL 7	\$116,519.00	\$12,062.00	12/31/2015
PTB 154/11	I-94 a Stony Island Feeder	\$201,306.00	\$23,330.00	12/31/2015
PTB 161/03	Central Ave. at BRC RR	\$509,982.00	\$192,989.00	on hold
PTB 163/4	Torrence Ave. Bridge	\$16,150.00	\$3,818.00	12/31/2015
PTB 163/01	Circle Interchange	\$168,473.00	\$68,833.00	12/31/2016
PTB 164/21	PMO for Passenger Rail	\$613,483.00	\$367,373.00	on hold
PTB 167/08	IL 47-Charles Rd. to IL 20	TBD in negotiation		
PTB 169/14	Phase I Various	TBD-DUR		
PTB 172/12	Phase I Various	TBD-DUR		
PTB 172/08	ITS Various	TBD-DUR		
PTB 157/28	Phase I/II Various	\$200,000.00	\$112,484.00	12/31/2021
PTB 162/02	Phase I Various	\$2,000,000-Contract EJM Share TBD-DUR	\$1,125,762.00	12/31/2022
PTB 174/16	Various Lighting Design	\$3,000,000.00 EJM=\$2,250,000	\$2,250,000.00	12/31/2025

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

6	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

2	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

7	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

3	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

8	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

4	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

9	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

5	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

10	<hr/>		
Direct Labor			
Direct Costs			
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

Date Revised 04/09/12

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: I-11-4014

Consultant: FLUIDCLARITY LTD

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task A - DCM						56	56	54	54	54	54	51	379
Task B - Master/ Concept Design						14	14	14	14	14	14	14	98
Task C - PS&E													
Task D - Task Orders						45	45	45	45	45	45	45	315
TOTALS						115	115	113	113	113	113	110	792

- 1.) Use as many pages as required to show the entire schedule for this project.
- 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Project No. I-11-4014

Consultant: FLUIDCLARITY LTD

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 2,568.00
(From Exhibit C-3)

Total Dollars: \$ 140,066.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 392,184.80

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 3,836.28

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ _____

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 396,021.08

Project No.: I-11-4014

Consultant: FLUIDCLARITY LTD

Date: 1/25/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018	-	-
7.0	12.0	24.0	24.0	5.0	24.0	24.0	60.0
24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0
29.17%	51.50%	22.10%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period
Factor First Period							

The escalation factor for this project is: 102.77%

Project No.: I-11-4014

Consultant: FLUIDCLARITY LTD

Date: 3/18/2016

Total Escalation Factor from C-2: 102.77%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW	(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Engineer VII	\$70.00	\$70.00	1,012.00	\$ 70,840.00
Engineer VI	\$50.00	\$51.38		
Engineer V	\$45.38	\$46.64	1,418.00	\$ 66,136.00
Engineer IV	\$40.07	\$41.18		
Engineer III	\$35.78	\$36.77		
Engineer II	\$24.76	\$25.45		
Construction Technician	\$34.11	\$35.05		
Office Manager	\$21.79	\$22.39	138.00	\$ 3,090.00
Surveyor IV	\$39.44	\$40.53		

Total Estimated Work Hours: 2,568.00

Must Match Exhibit A

Total Direct Labor: \$ 140,066.00

Average Hourly Rate: \$ 54.54

- (1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.
* Average Hourly Rates cannot exceed applicable salary caps.
- (2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	\$ 55.00	X	12	\$	660.00
	Includes Tolls		No. of Days		

Mileage	\$ 0.540	X	890	\$	480.60
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT				\$	1,140.60
------------------------------------	--	--	--	----	-----------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

	\$	2,695.68
--	----	-----------------

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS				\$	-
------------------------------------	--	--	--	----	----------

ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
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Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
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Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: FLUIDCLARITY LTD

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Marion Kessy

Classification: Engineer VII

Project Manager: Roger Lockwood

Classification: Engineer V

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

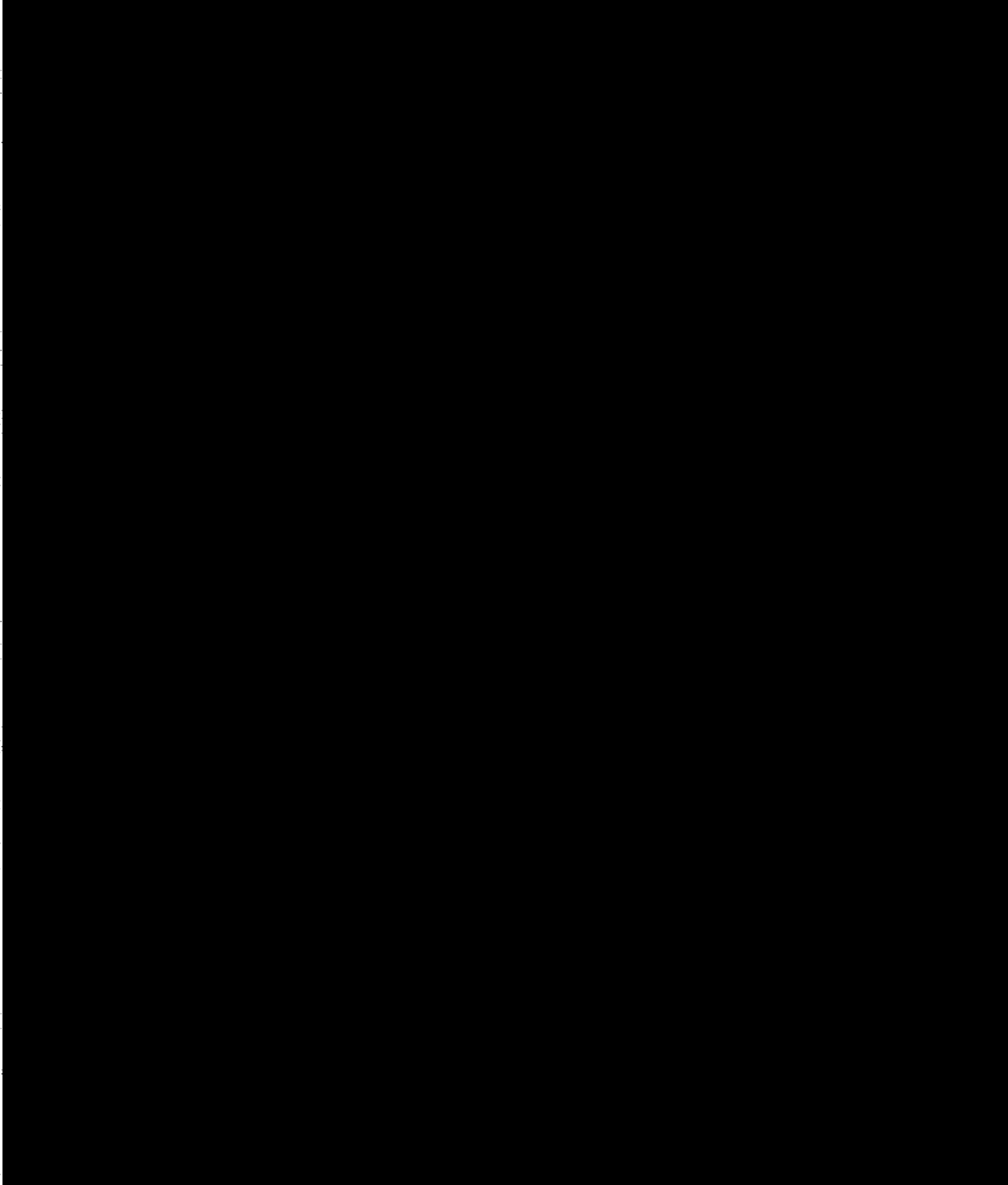
Classification: _____

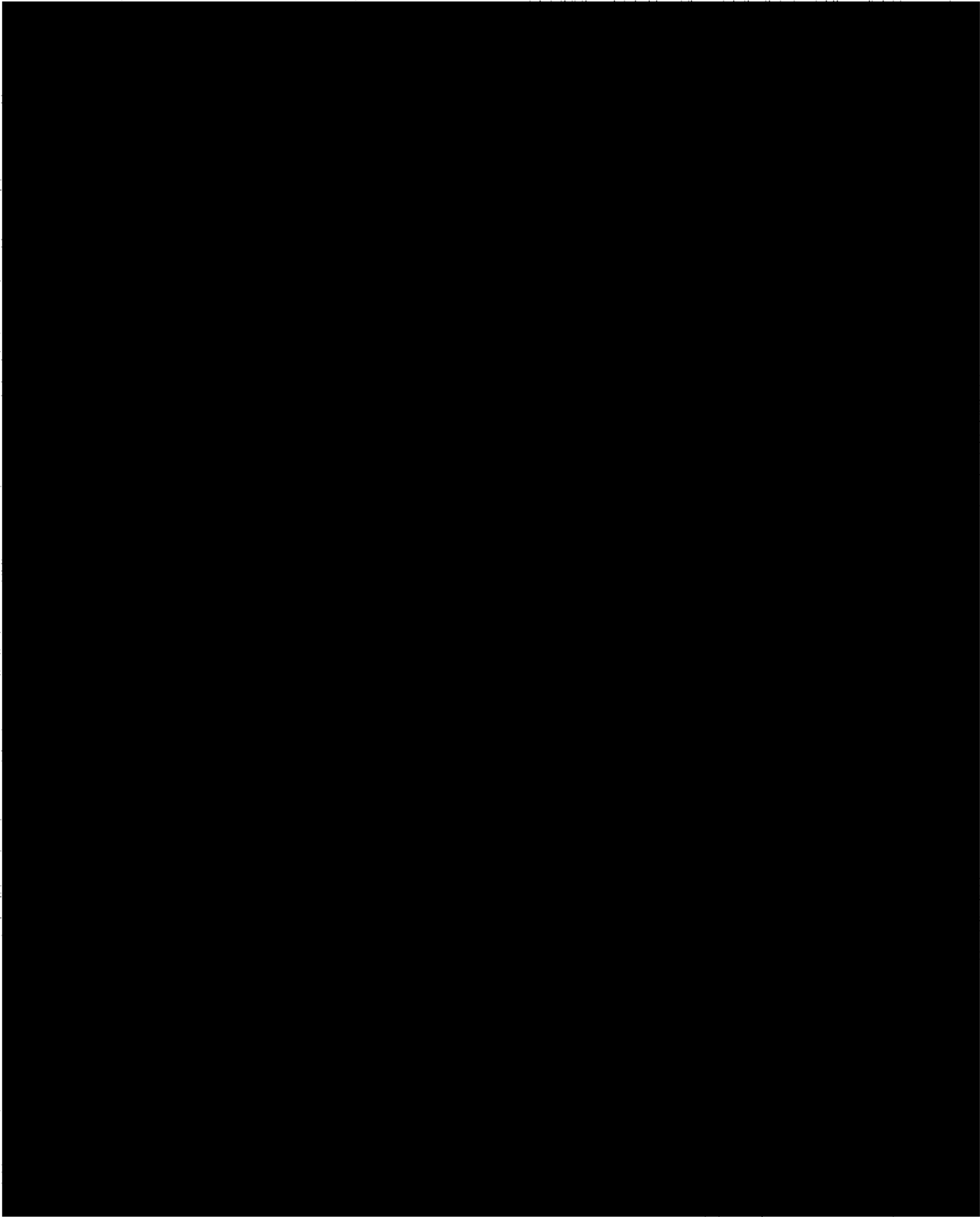
Others: _____

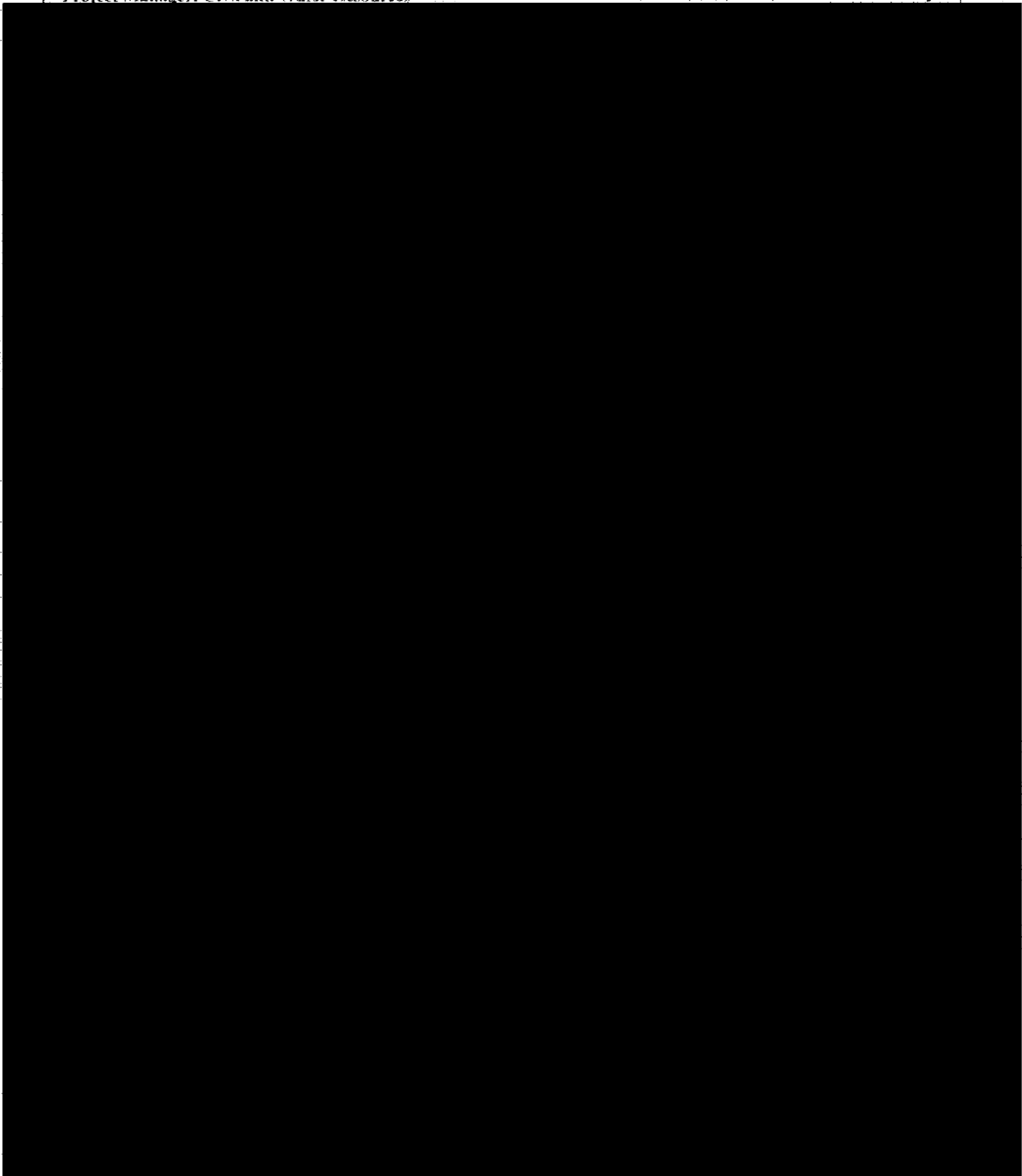
List all key personnel titles that are applicable to this project.

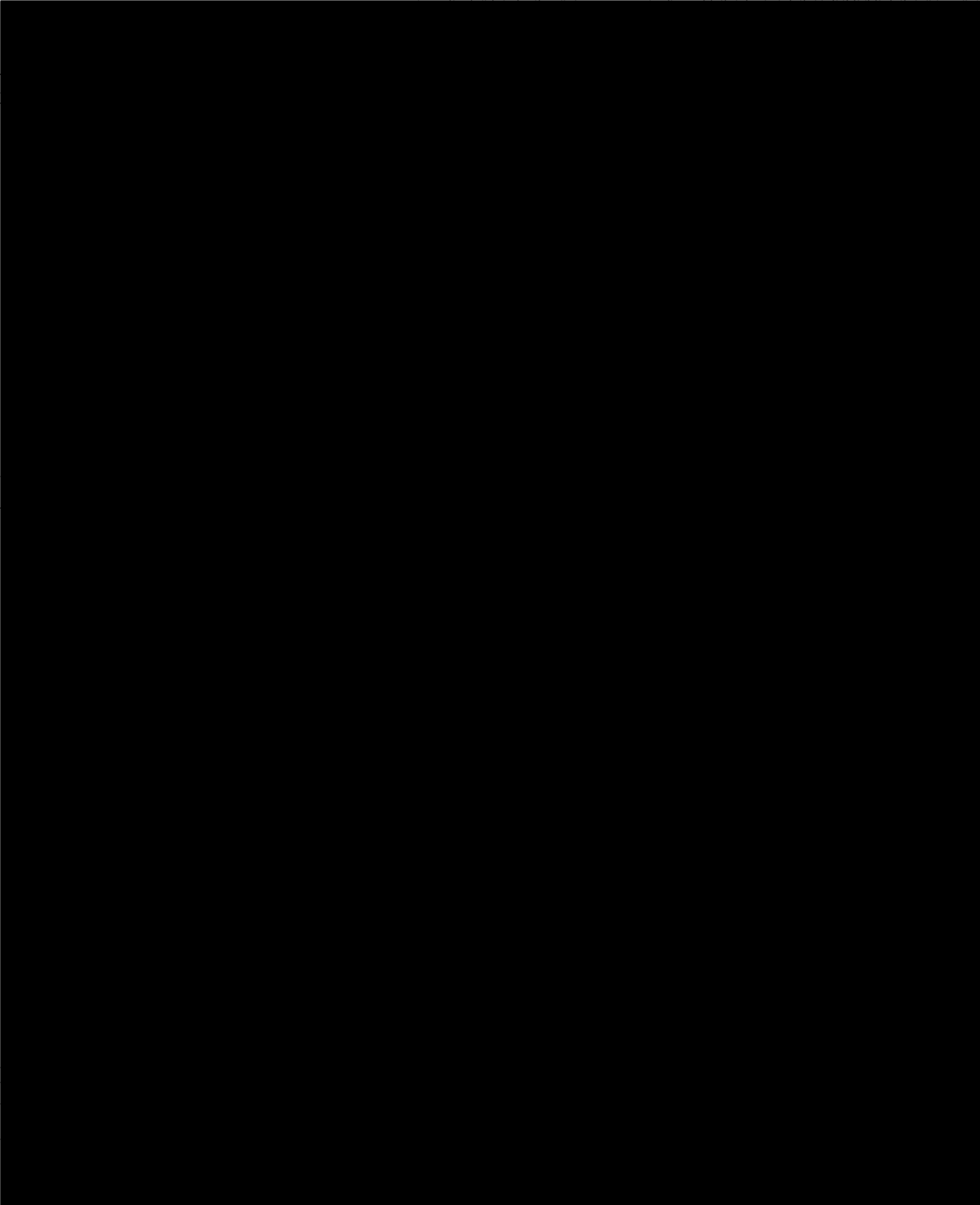
MARION KESSY, Ph.D., P.E., LEED AP
Principal Civil and Water Resources Engineer

✓









.1 f *

Exhibit F
Scope of Services
Contract I-11-4014
FluidClarity, Ltd.

A. Design Corridor Management (DCM)

2. Design Reviews (1105 Hours)

- Design reviews for select disciplines for consistency with corridor-wide requirements and commitments

11. Contract Management, Quality Management and Administrative Support (138 Hours)

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

4. Agreements Support (325 Hours)

- Intergovernmental Agreements development technical support

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services (\$150,000)

CH2M estimate of Fluid Clarity portion of total DCM Team SA 2 fee (Labor and Expense): \$396,021.8

EXHIBIT G

CONTRACT I-11-4014

(FLUIDCLARITY LTD)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplemental and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PSB 13-4	EOWB, Design upon Request	250,000	120,000	12./2017
PSB 12-3	EOW, Design Corridor Manager	308,000	25,000	03/31/16
PTB 174-004	Various, Routes, Various Counties, Drainage	300,000	200,000	05/2018
PTB 165-012-	Various Surveying	300,000	176,000	12/2016
PTB 159-030	Hydraulics and Structural Engineering Services	900,000	650,000	12/2016

EXHIBIT "1"

349 f 541

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Additional Services DBE/MBE/WBE Subconsultants:	\$ _____
TOTAL Allowable Fee DBE/MBE/WBE Subconsultants:	\$ _____
DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):	0.00%
DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):	_____

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

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

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

Project No. I-11-4014

Consultant: HBK Engineering, LLC

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 3,160.00
(From Exhibit C-3)

Total Dollars: \$ 175,643.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 491,800.40

**B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)**

TOTAL DIRECT COSTS \$ 4,131.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

**D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)**

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 495,932.00

Project No.: 1-11-4014

Date: 4/7/2016

Consultant: HBK Engineering, LLC

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018		
7.0	24.0	12.0	24.0	5.0	24.0	24.0	60.0
29.17%	Factor First Period	51.50%	Escalation Factor Second Period	22.10%	Escalation Factor Third Period		Escalation Factor Fifth Period
							Escalation Factor Sixth Period

The escalation factor for this project is: 102.77%

Project No. I-11-4014

Consultant: HBK Engineering, LLC

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate _____ X _____ \$ _____
Includes Tolls No. of Days

Mileage \$ 0.540 X 6,333 \$ 3,419.82
Mileage Rate No. of Miles

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

TOTAL VEHICLE REIMBURSEMENT \$ 3,419.82

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$ 711.78

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS \$ _____

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: HBK Engineering, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Douglas Yerkes, P.E.

Classification: Project Principal / Senior PM for Utilities

Project Manager: _____

Classification: _____

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

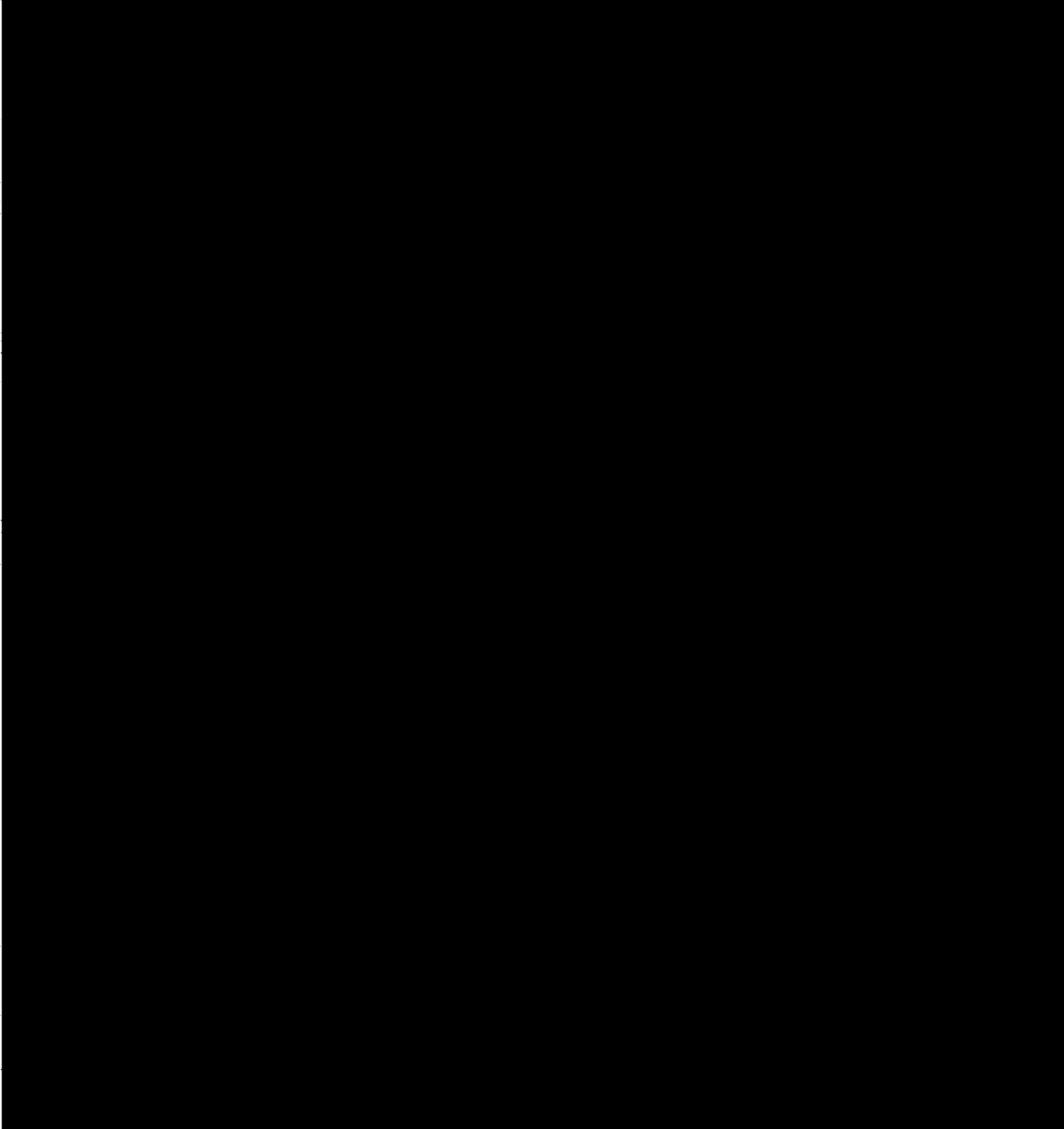
Others: Sally Field

Technician

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

Douglas Yerkes, PhD, PE
Vice President, Gas Sector and Municipal Infrastructure
23 years of experience



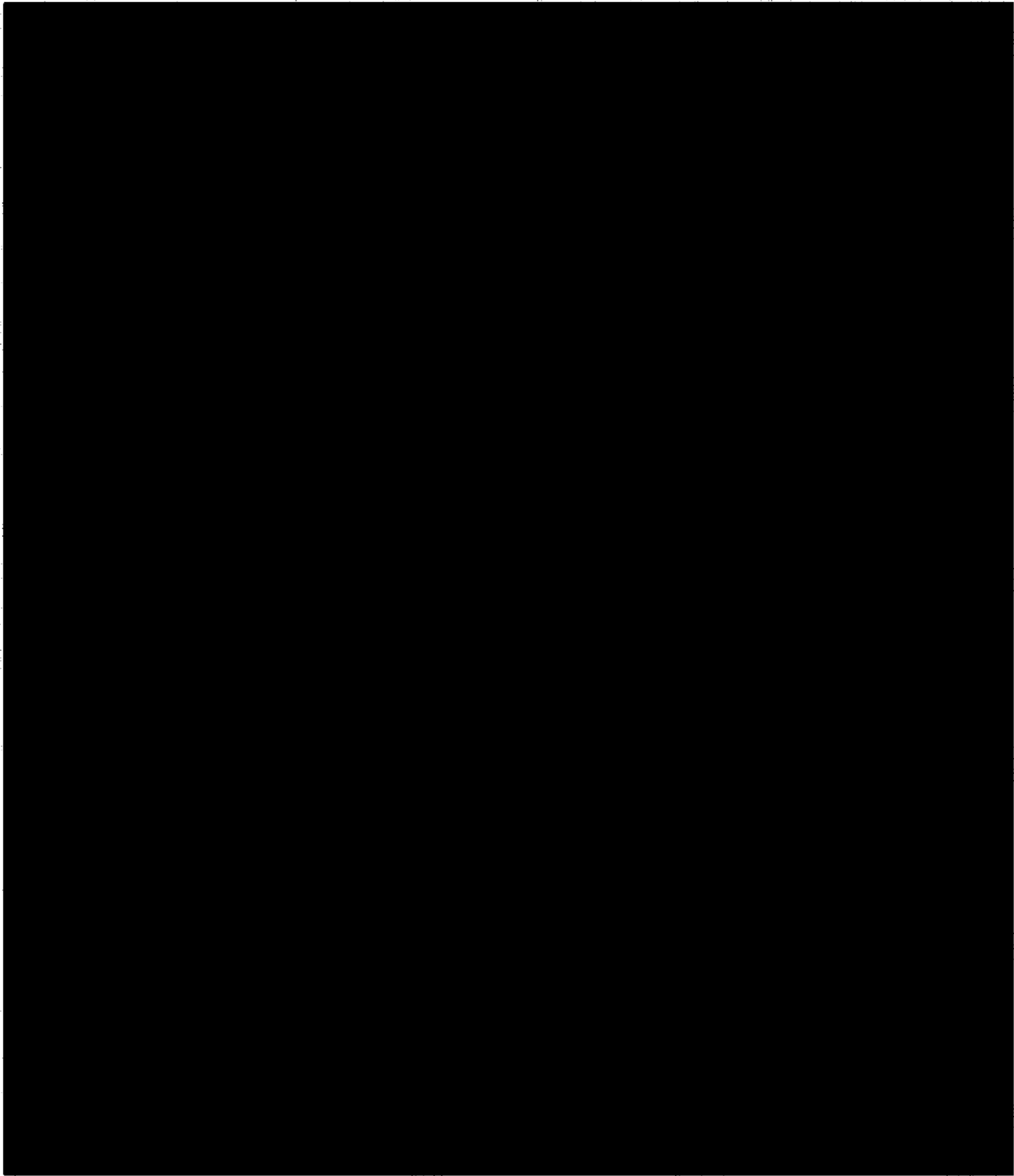


Exhibit F

Scope of Work

Design Corridor Manager for Utilities Relocation

Elgin O'Hare West Bypass Tollway

Contract No. I-11-4014

Illinois State Toll Highway Authority

TASK A – Part 1: HBK Engineering, LLC (HBK) will provide one senior engineer and support staff to perform the duties of Design Corridor Manager for Utilities Relocation (DCM-UR) on behalf of the overall Design Corridor Manager (DCM, which is CH2M-Hill, Inc.). This senior engineer and support staff will be available on a part-time basis from January 1, 2016 through June 30, 2018.

TASK A – Part 2: HBK will provide a staff of engineers, technicians and administrative personnel to support the DCM-UR on an as-needed basis. Utilization of this support staff shall only occur with the authorization of the DCM.

The DCM-UR and support staff will perform the following engineering services:

The DCM-UR will serve as the central point of contact for all utility coordination and will interface between the DSE's, the Tollway Utility Department, and the utilities. Services covered with this task are as follows:

- Utility Orientation: The DCM-UR shall prepare materials and presentations to affected utilities apprising them of the EOWB project and needed modification to utilities in the right of way.
- Utility Database Development and Maintenance: The DCM-UR shall assemble from existing and other primary sources a data file of utility information for the corridor. The database will be maintained and updated on a continuing basis.
- Utility Master Plan: The DCM-UR shall develop a master utility plan for the corridor that serves as a guiding document for DSEs. The purpose of the plan is to develop an overall design concept for utilities in the corridor recognizing existing and future needs for up to 10 utilities such as electrical service, sewer, water, oil and gas pipelines, telecom, and others. The plan will incorporate planned utility improvements identified by providers, identify conflicts related to the EOWB improvements, and define required maintenance of service during construction, i.e. what would be the necessary workarounds or temporary facilities required to maintain service in various locales during the construction phase that would avoid utility interruptions. The plan will serve as the starting point for DSEs to further examine the engineering requirements of each of the affected utilities.
- Advance Relocation Requirements: The DCM-UR shall identify advanced utility requirements or long lead items and program these into the implementation schedule.
- Uniform Standards and Specifications and Force Account Relocation Coordination: A variety of specification and standards will be encountered across a number of utilities. For municipal utilities, the DCM-UR shall review standards and specifications and attempt to resolve conflicting standards and establish guidance for final designers. For other utilities (to be relocated via force account), the DCM-UR shall coordinate the utility relocation requirements and schedule with each respective provider with the objective of facilitating utility relocations per schedule requirements.
- DSE Coordination: The DCM-UR shall coordinate and attend specific utility oriented meetings with DSEs up to 2 times per month for the duration of the contract to exchange information that affects the development of utility design requirements and phasing requirements. These meetings are in addition to other DSE coordination itemized in other tasks. These meetings provide a focused dialogue on the subject of utilities, leaving no topic or scheduling issue unattended. These meetings will be used to convey utility provider data and information, sort through maintenance of service issues, identifying temporary facility needs, understanding future needs and safety requirements, and reconciling any standards and specification requirements.
- Field Oversight: The DCM-UR will not provide field oversight services during construction; it is anticipated that the PMO will provide these services via separate contract to the Tollway.

- Coordination with Utilities: Ongoing direct coordination with utility owners will be conducted through the duration of the DCM contract. For budgeting purposes, it is assumed that up to 30 meetings will be required annually. Coordination with the utilities presumes service agreements would be established to reimburse utilities for consultation, facility planning, engineering reviews, engineering design and field services during construction. It is assumed that relocation of non-municipal utilities would be designed and performed by the respective utilities via agreement.

EXHIBIT G

CONTRACT I-11-4014

(Firm Name) **HBK Engineering, LLC**

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA A12-0821	EOWA DCM utility relocation coordination, Contract I-11-4014	\$1,368,213.75	\$73,573.01	03/31/2016
System-Wide A14-0171	Utility locating and Identification.	\$5,000,000.00	\$3,473,772.36	3/31/2019

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____

DBE/MBE/WBE Percentage of Total Fee (Includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1 [None Used]

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

6 _____

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

2 _____

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

7 _____

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

3 _____

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

8 _____

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

4 _____

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

9 _____

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

5 _____

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

10 _____

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

** Additional services funds require prior authorization before use

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

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

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

Project No.: I-11-4014

Consultant: Landrum & Brown

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018	-
7.0	12.0	24.0	24.0	5.0	24.0	24.0
29.17%	51.50%	22.10%	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period
Factor First Period						Escalation Factor Sixth Period
					24.0	60.0

The escalation factor for this project is: 102.77%

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u> </u>	X	<u> </u>	\$	<u> </u>
	Includes Tolls		No. of Days		-

Mileage	<u>\$ 0.540</u>	X	<u> </u>	\$	<u> </u>
	Mileage Rate		No. of Miles		-

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>.)

TOTAL VEHICLE REIMBURSEMENT				\$	<u> </u>
					-

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$	<u> </u>	520.60
----	-----------------------------	---------------

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Landrum & Brown

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Jeffrey A. Jackson

Classification: Project Manager

Project Manager: Erich M. Neumann

Classification: Senior Consultant

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

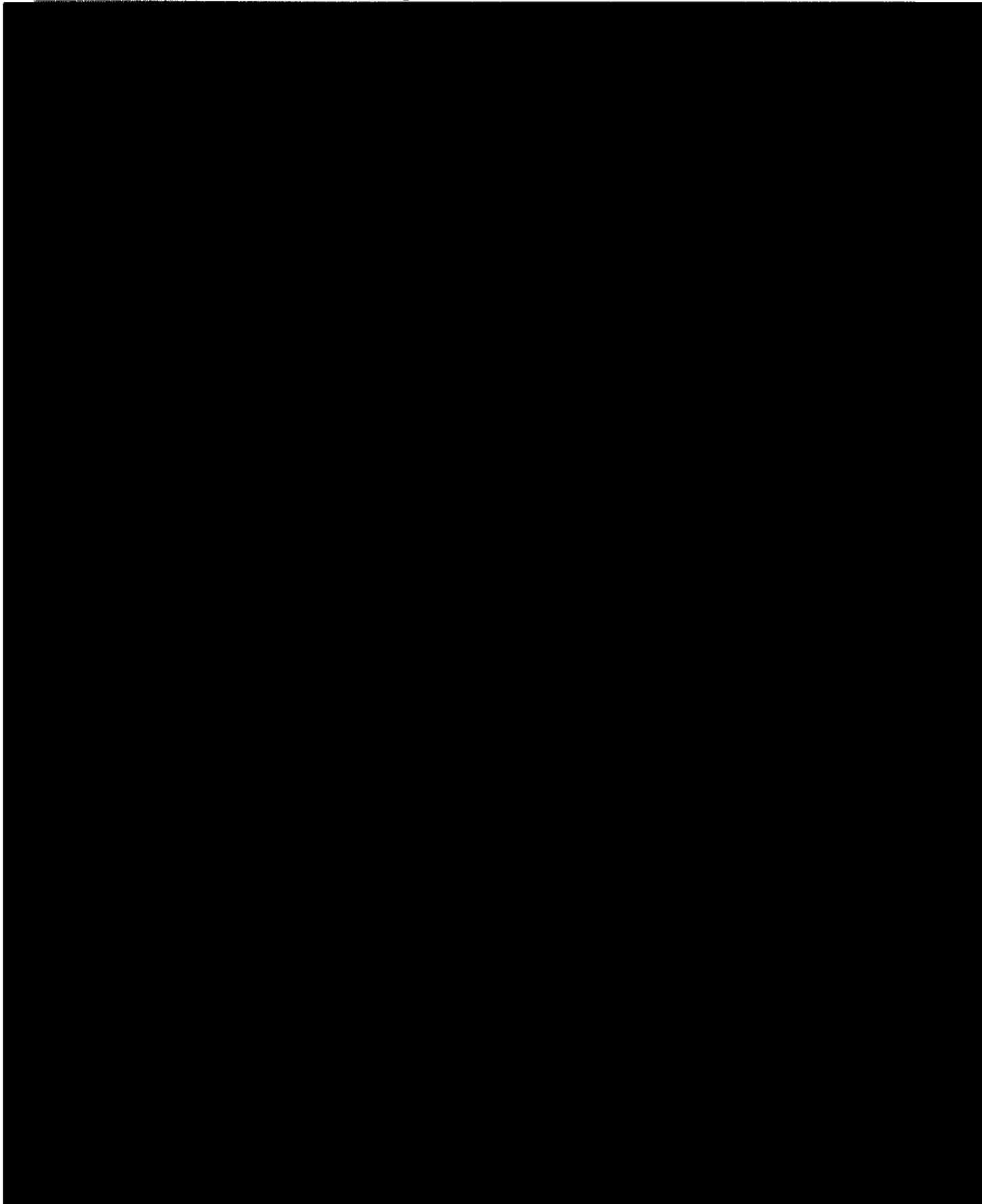
Classification: _____

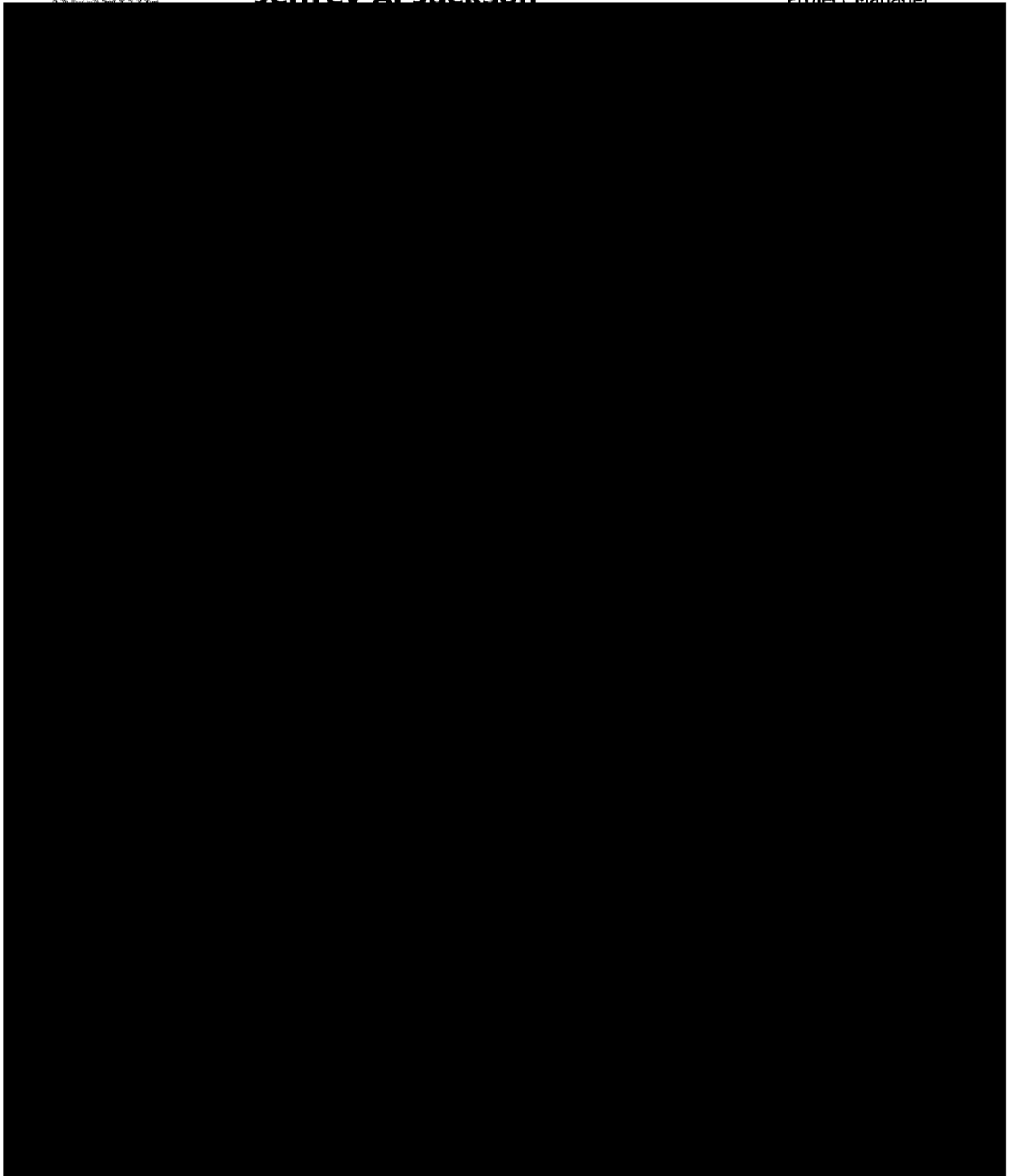
Others: _____

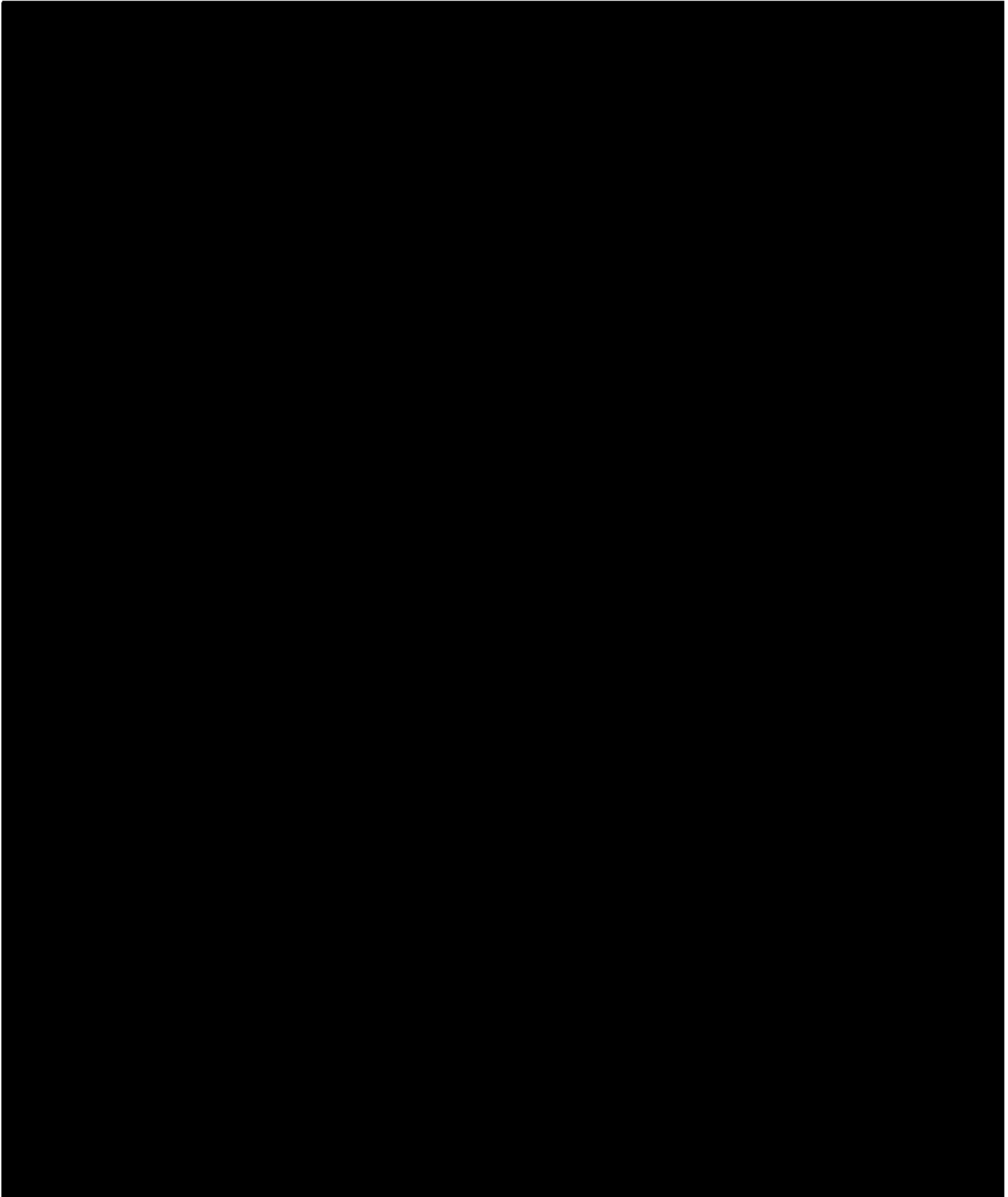
List all key personnel titles that are applicable to this project.

Date Revised 04/09/12

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.







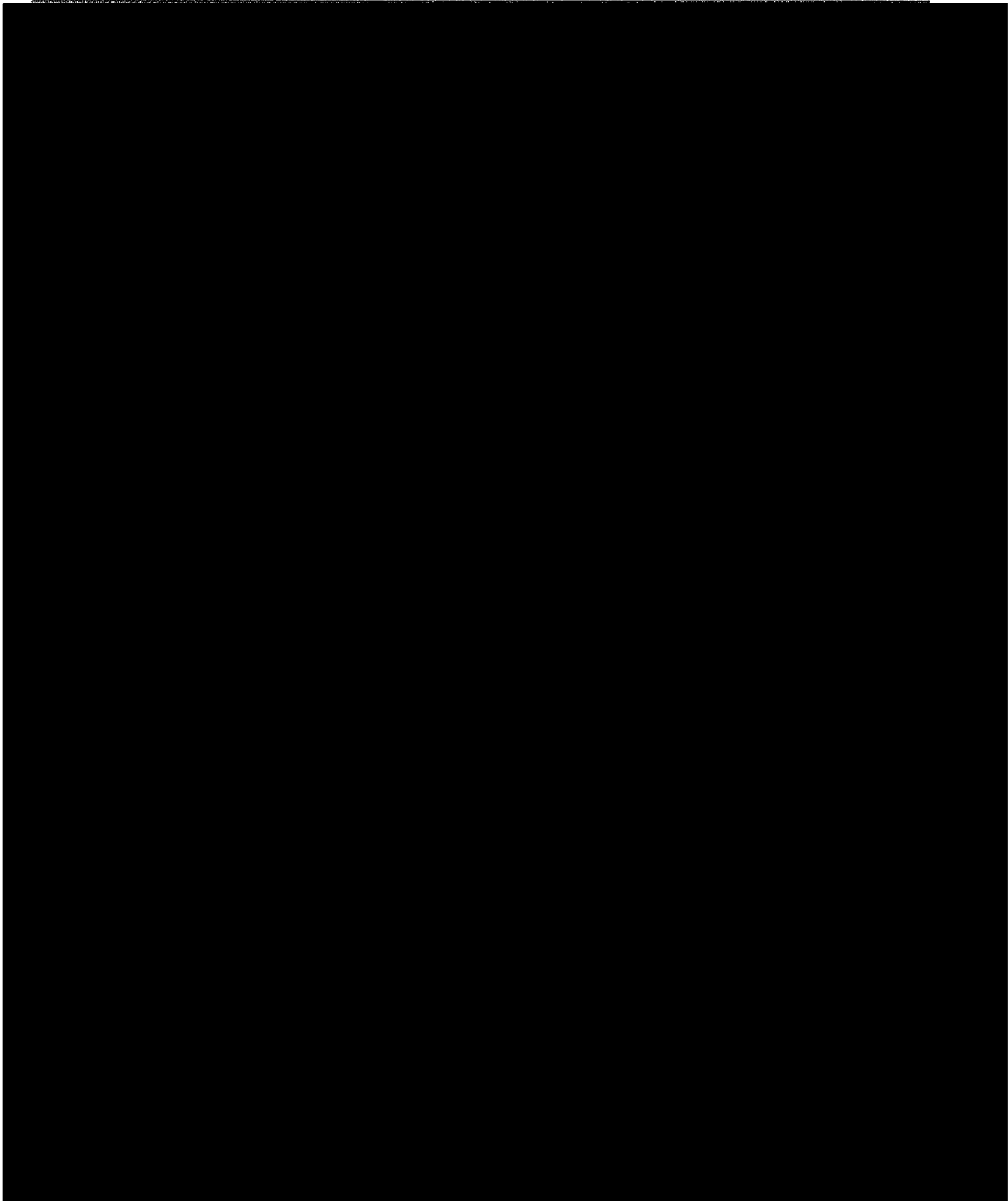


Exhibit F
Scope of Services
Contract I-11-4014
Landrum & Brown

P. offc

A. Design Corridor Management (DCM)

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

4. Agreements Support

- IGA preparation support including agreement backup development

EXHIBIT G

CONTRACT I-11-4014

Landrum & Brown

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
P.O. #27970	Aviation Planning Servies Professional Services Contract	\$25,000,000.00	*\$21,017,505.34	5/23/2018

*Based on billing through December 2015.

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: I-11-4014

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Task A - DCM																
Task B - Master/ Concept Design																
Task C - PS&E																
Task D - Task Orders						2	2	2	2390	398	398	398	398			3590
TOTALS						2	2	2	2390	398	398	398	398			3590

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4014

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Task A - DCM																
Task B - Master/ Concept Design																
Task C - PS&E																
Task D - Task Orders	398	398	398	398	398	398	398	398	398	398	398	398	398	398	398	4776
TOTALS	398	398	398	398	398	398	398	398	398	398	398	398	398	398	398	4776

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4014

Consultant: Lin Engineering, Ltd.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2018												TOTAL HOURS		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Task A - DCM															
Task B - Master/ Concept Design															
Task C - PS&E															
Task D - Task Orders	398	398	392	3	3										1194
TOTALS	398	398	392	3	3										1194

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No. I-11-4014

Consultant: Lin Engineering, Ltd.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 9,560.00
(From Exhibit C-3)

Total Dollars: \$ 456,015.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 1,276,842.00

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 54,056.58

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,330,898.58

Date Revised 04/09/12

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Project Principal	Paul B. Lin	70.00	70.00	
Project Manager	Fred M. Lin	68.00	67.40	
Project Manager	Michael T. Haley	66.80	67.40	
PLS	George L. Woods	57.40	46.23	
PLS	Jeffrey W. Day	49.00	46.23	
PLS	Duane E. Weiss	44.00	46.23	
PLS	Nathan T. Dozier	34.50	46.23	
Senior Engineer	Suresh T. Desai	53.60	52.30	
Senior Engineer	Vincent P. Tabor	53.30	52.30	
Senior Engineer	Kotweswara R. Ghanta	50.00	52.30	
Civil Engineer	Shiraz Tarique	54.00	34.15	
Civil Engineer	Zhengzhong Zhang	50.00	34.15	
Civil Engineer	Samuel G. Lahniers	45.50	34.15	
Civil Engineer	Imran Siddiqui	34.30	34.15	
Civil Engineer	Spencer S. Koshier	33.00	34.15	
Civil Engineer	Robert P. Whiteside	33.00	34.15	
Civil Engineer	Brett O Carey	31.90	34.15	
Civil Engineer	Robert A. Churchill	31.50	34.15	
Civil Engineer	Mykola Andrushko	31.00	34.15	
Civil Engineer	Joseph A. Hopson	30.20	34.15	
Civil Engineer	Krystian Ustupski	29.60	34.15	
Civil Engineer	Jacob J. Allen	27.90	34.15	
Civil Engineer	Matthew A. Wendler	27.35	34.15	
Civil Engineer	Christopher G. Younker	26.50	34.15	
Civil Engineer	Rachel L. Phelps	26.45	34.15	
Technician	Rogiann M. Hansen	34.64	28.04	
Technician	Bogdan M. Dobrenko	34.20	28.04	
Technician	Andrew J. Fonck	29.14	28.04	
Technician	Aaron M. Peterson	28.30	28.04	
Technician	Douglas A. Smedley	27.80	28.04	
Technician	Robert F. Swoboda	25.26	28.04	

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Technician	William T. Mack	23.00	28.04	
Technician	Christopher D. Wyer	22.00	28.04	

Project No.: I-11-4014 Consultant: Lin Engineering, Ltd.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016 - 12/31/2016	1/1/2017 - 12/31/2017	1/1/2018 - 5/31/2018	-	-	-	-
7.0	12.0	5.0				
24.0	24.0	24.0	24.0	24.0	24.0	60.0
29.17% Factor First Period	51.50% Escalation Factor Second Period	22.10% Escalation Factor Third Period				Escalation Factor Sixth Period

The escalation factor for this project is: 102.77%

ALLOWABLE DIRECT COSTS

10.01.2013

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

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
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Vehicles	
Mileage	State Rate* (Maximum)
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Vehicle Half-day Rate	\$32.50/half day
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Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
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Courthouse Fees	Actual Cost
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Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Lin Engineering, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Paul B. Lin, PE, SE

Classification: Project Principal

Project Manager: Michael T. Haley, PE, SE

Classification: Project Manager

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

Others: George L. Woods, PLS

PLS

List all key personnel titles that are applicable to this project.

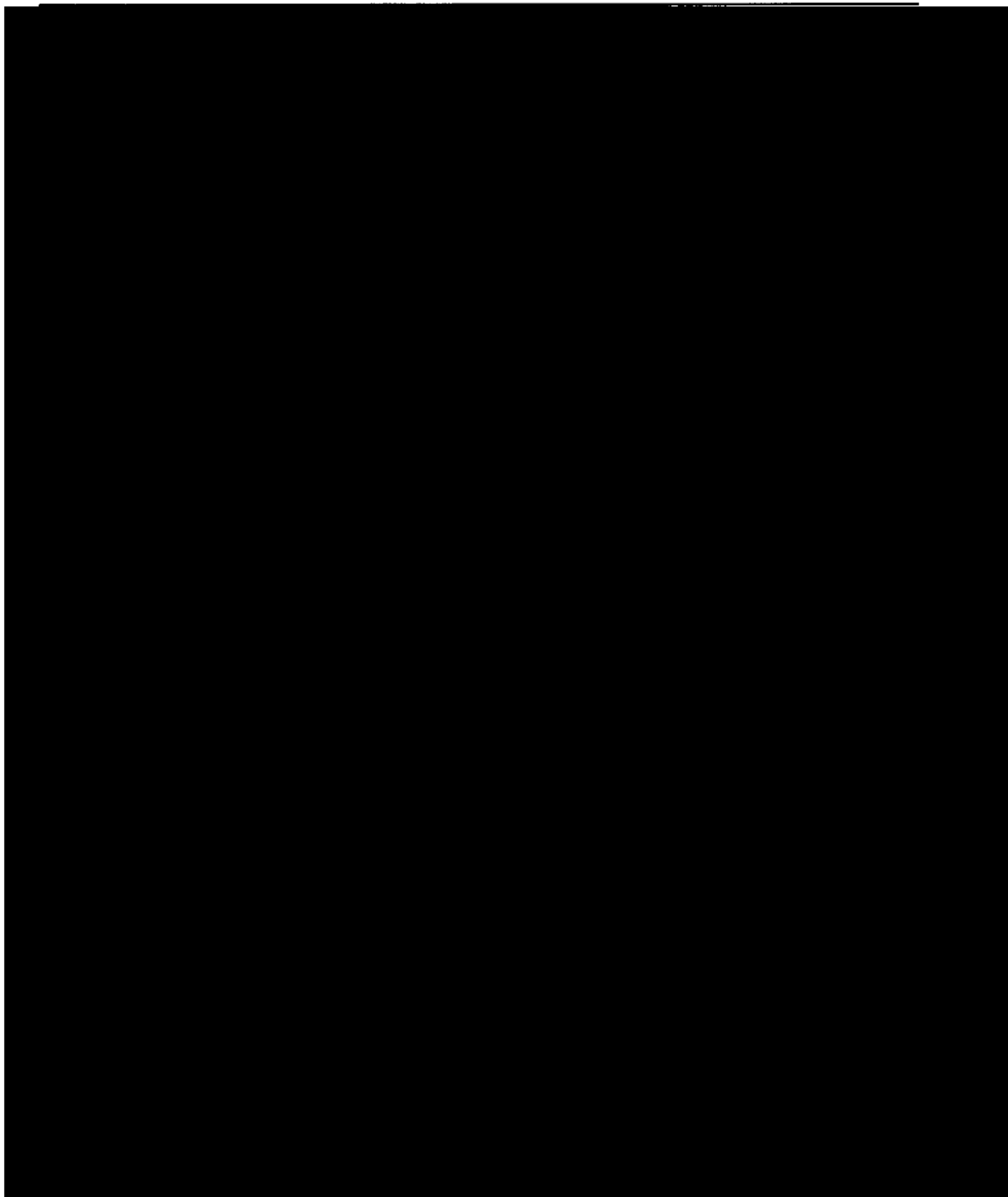
Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.



LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

Project Manager

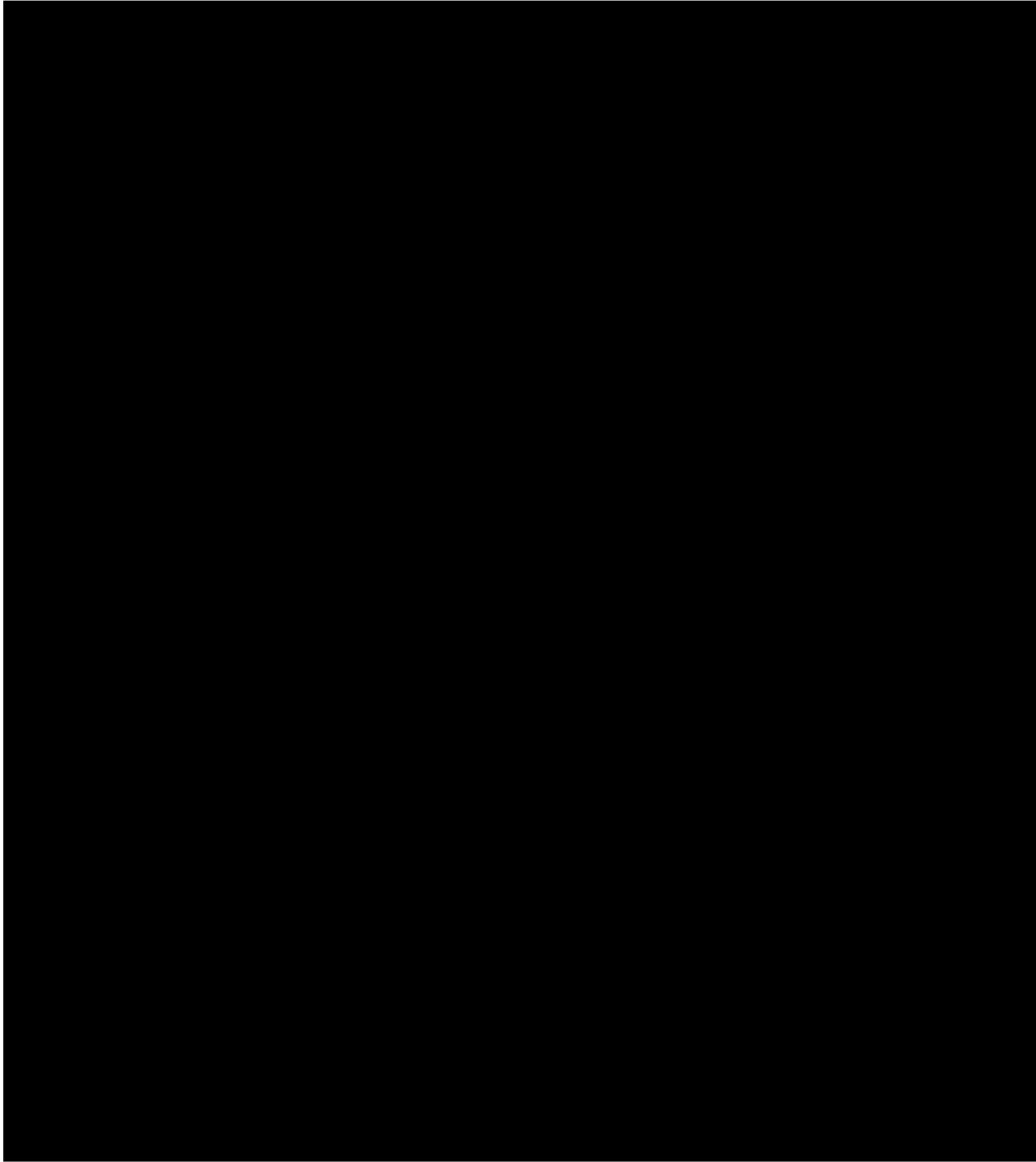




LIN ENGINEERING, LTD.
Consulting Engineers

PAUL B. LIN, P. E., S.E.

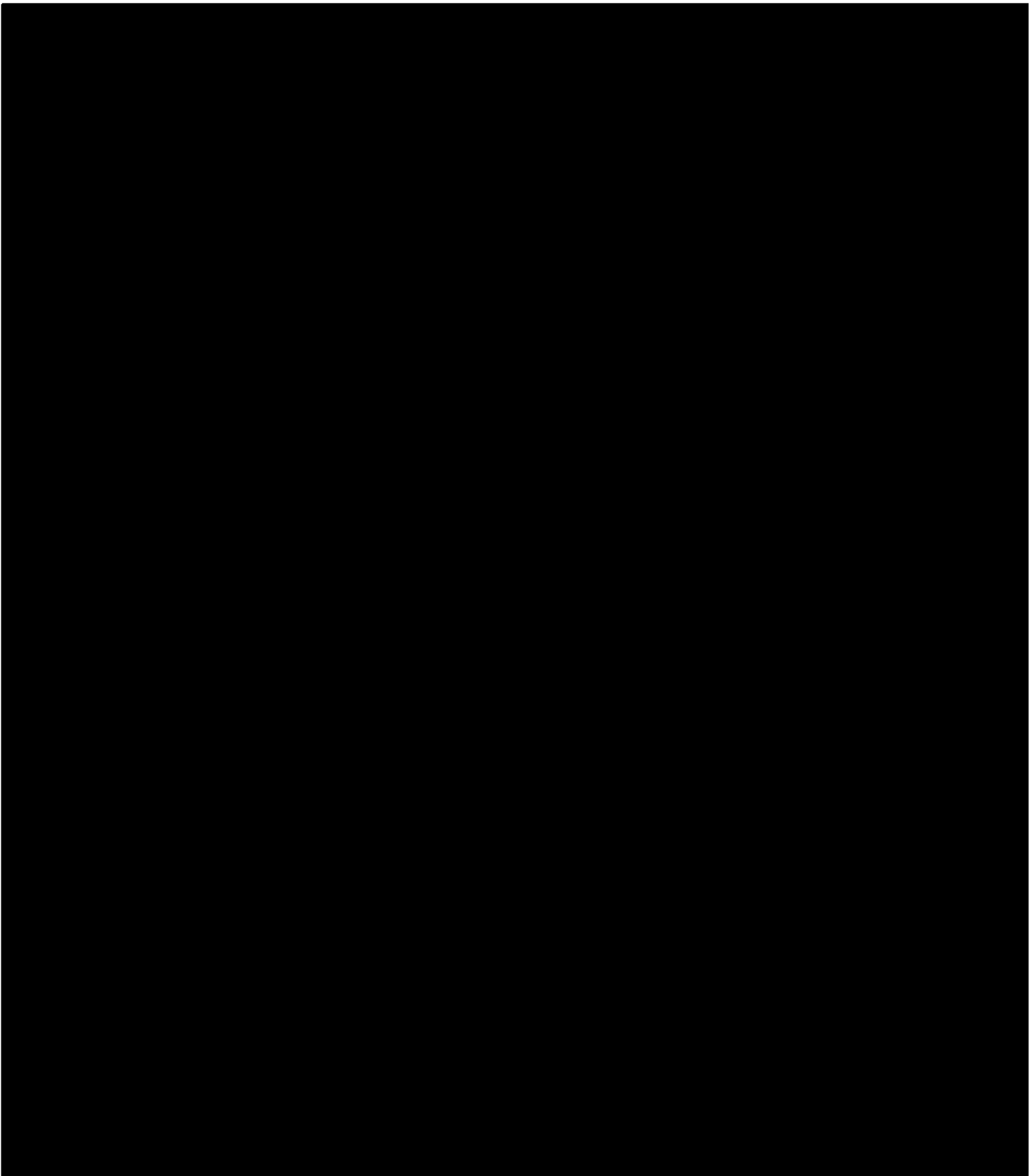
Project Manager





LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.
Project Manager

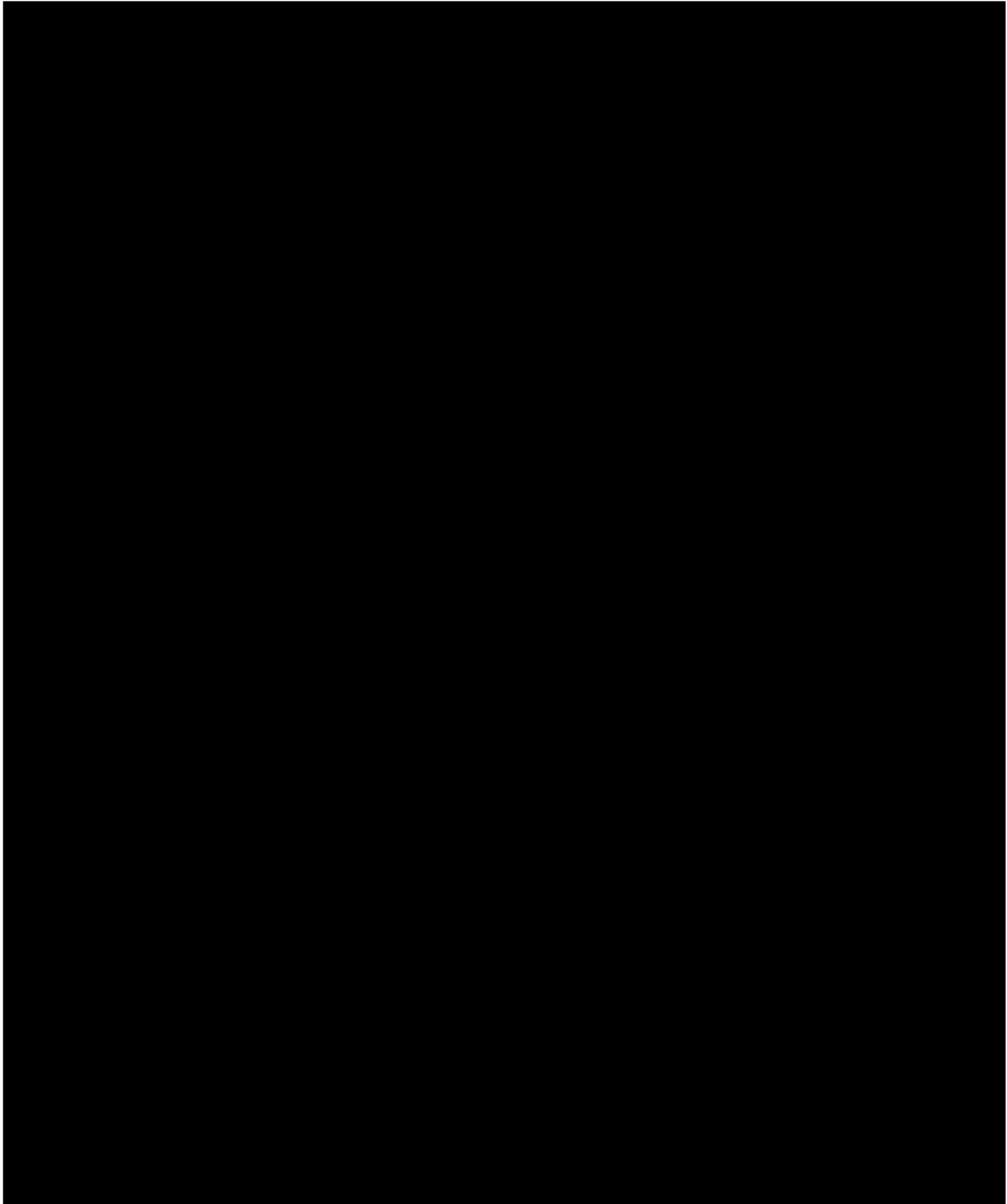




LIN ENGINEERING, LTD.
Consulting Engineers

MICHAEL T. HALEY, P. E., S.E.

Project Manager

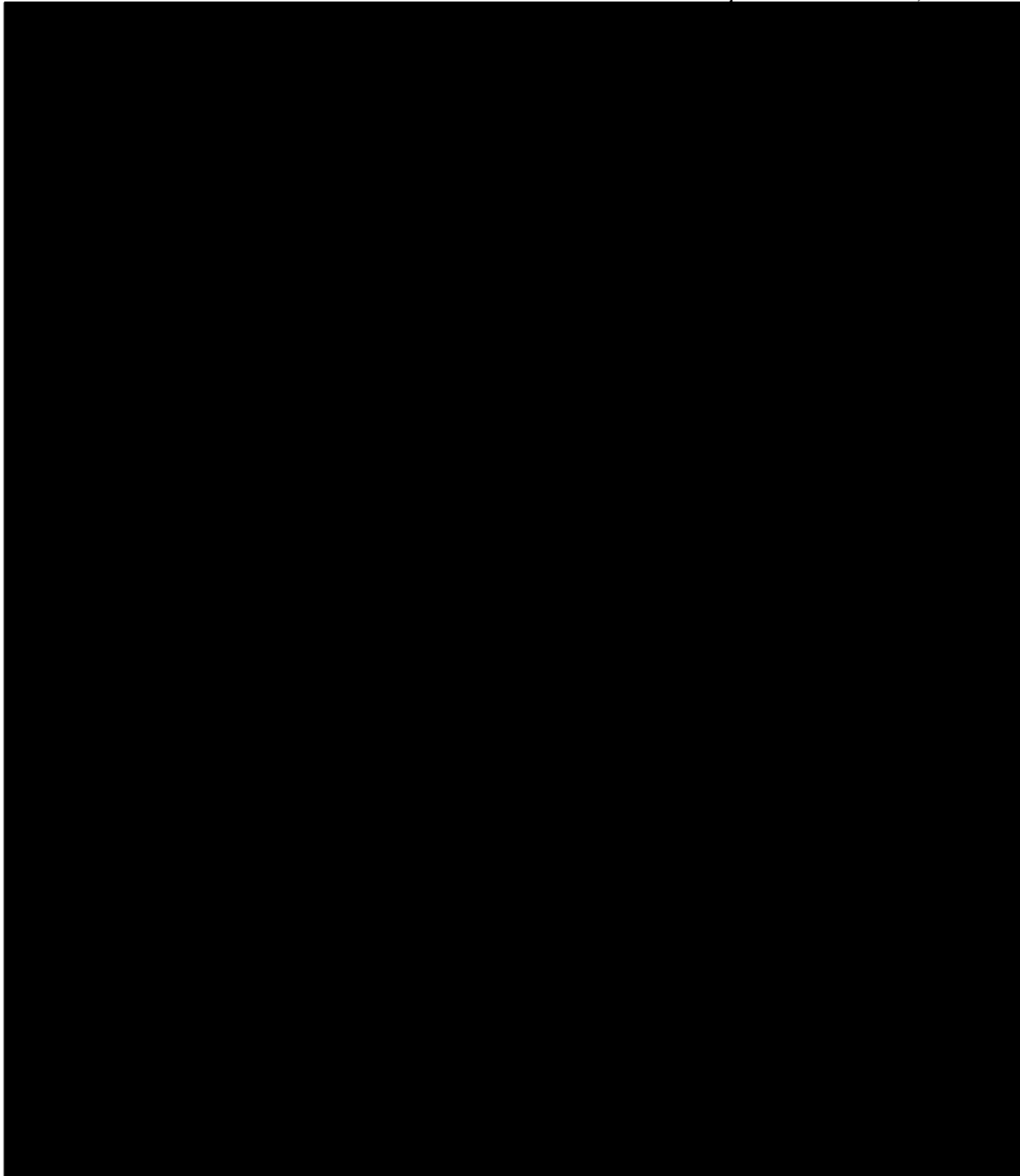




LIN ENGINEERING LTD.
Consulting Engineers

GEORGE L. WOODS, P.L.S.

Professional Land Surveyor





LIN ENGINEERING, LTD.
Consulting Engineers

GEORGE L. WOODS, P.L.S.

Professional Land Surveyor

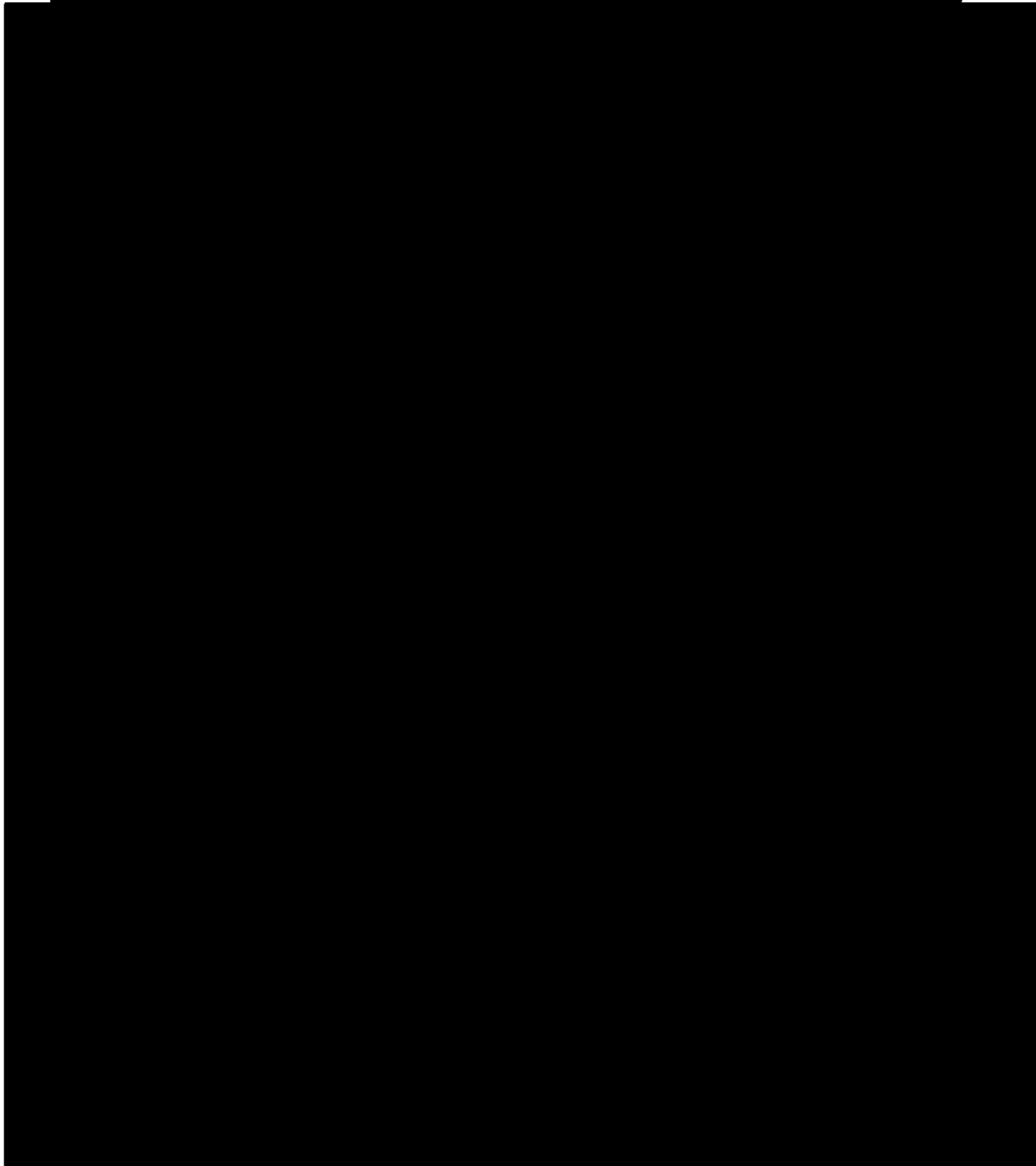


Exhibit F
Scope of Services
Contract I-11-4014
Lin Engineering, Ltd.

D. Task Order Requests

- **Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services**

I-11-4014

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Lin Engineering, Ltd.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
FAI Route 55 IDOT No. P-91-190-07	Phase I Engineering; Roadway Reconstruction	\$379K	\$104K	Oct 2019
Elgin O'Hare Western Access: ISTHA Contract No. I-13-4622	West Terminal Interchange	\$1,120K	\$546K	Dec 2018
Elgin O'Hare Western Access: ISTHA Contract No. I-15-4656	Connection to Tri-State Tollway	\$2,325K	\$2,325K	Dec 2017

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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

** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

Project No. I-11-4014

Consultant: Regina Webster and Associates/DLZ Illinois, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 11,350.00
(From Exhibit C-3)

Total Dollars: \$ 473,688.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 1,326,326.40

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 10,184.60

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,336,511.00

Project No.: I-11-4014

Date: 4/7/2016

Consultant: Regina Webster and Associates/DLZ Illinois, Inc.

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018		
7.0	12.0	24.0	24.0	5.0	24.0	24.0	80.0
29.17%	51.50%	22.10%					
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period		

The escalation factor for this project is: 102.77%

Project No. I-11-4014

Consultant: Regina Webster and Associates/DLZ Illinois,

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ 65.00 X 50 \$ 3,250.00
Includes Tolls No. of Days

Mileage \$ 0.540 X \$ -
Mileage Rate No. of Miles

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>

TOTAL VEHICLE REIMBURSEMENT \$ 3,250.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$ 361.60

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS _____

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Regina Webster and Associates/DLZ Illinois, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Classification: _____

Project Manager: _____

Classification: _____

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

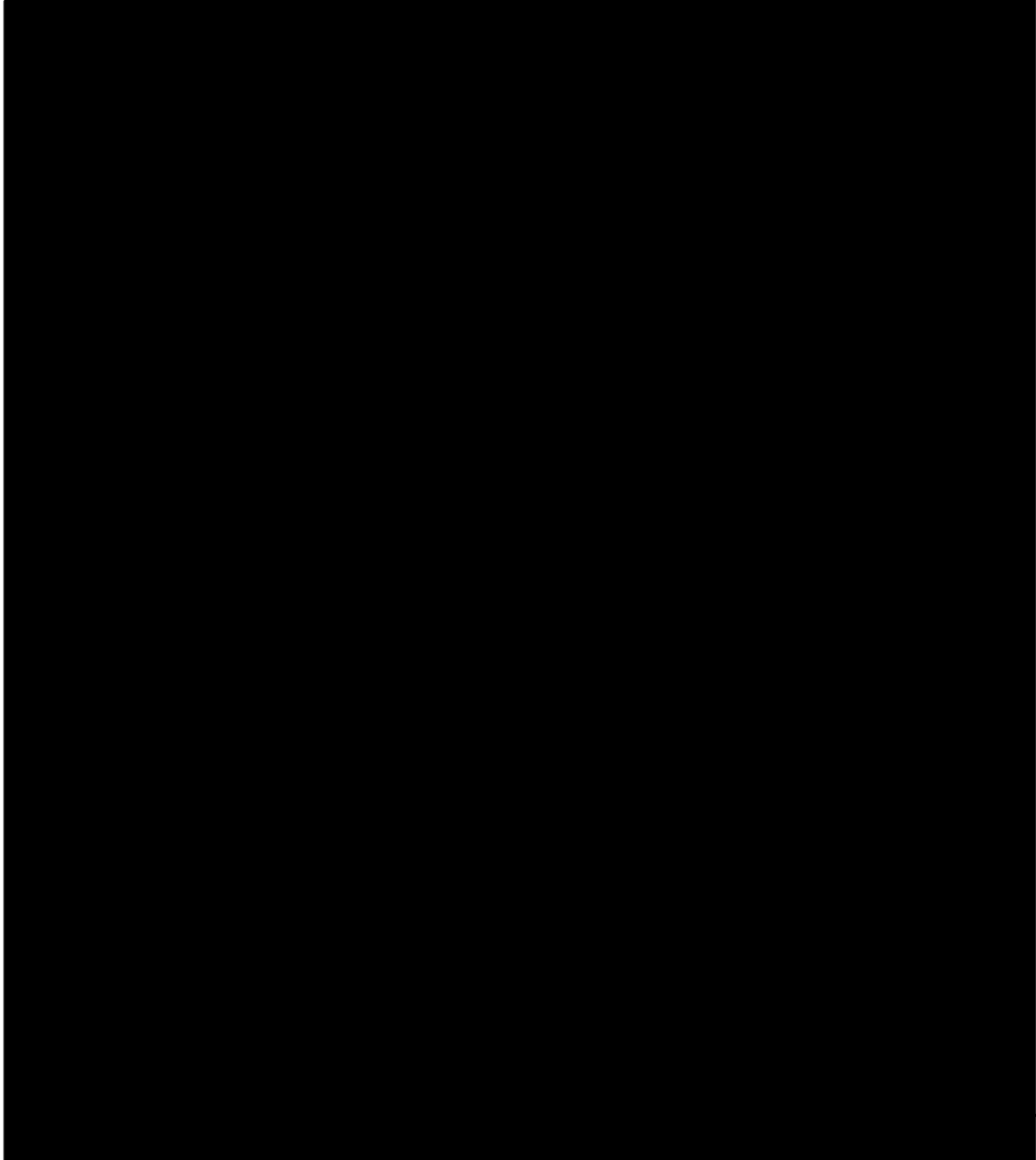
Classification: _____

Others: Stephen Szramkowski-Scheduler

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

STEPHEN SZRAMKOWSKI
ADVANCED SCHEDULER





ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

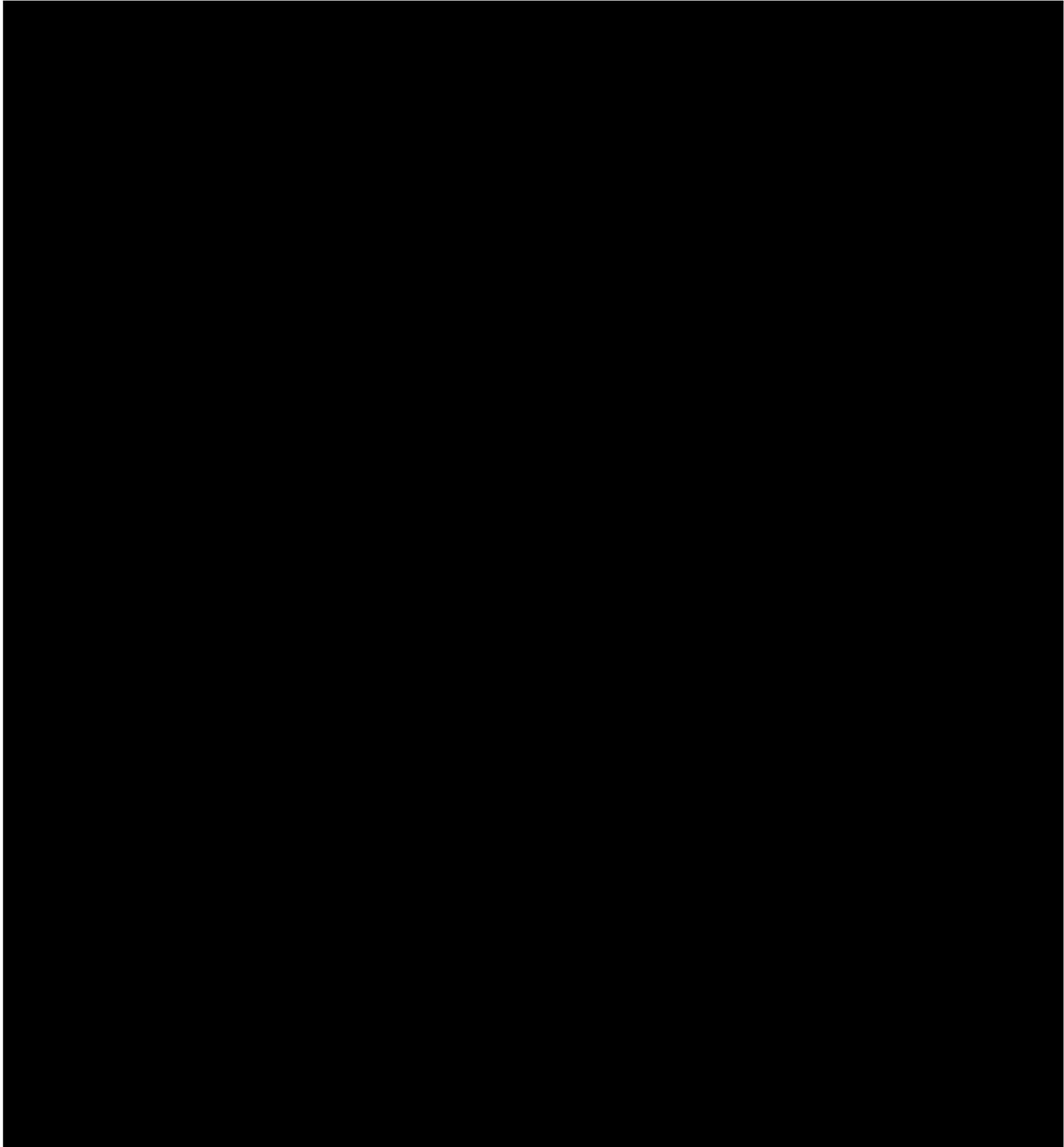


Exhibit F
Scope of Services
Contract I-11-4014

Regina Webster and Associates/DLZ, Illinois Inc.

A. Design Corridor Management (DCM)

1. Program Controls and Funding Plan Support

- EOWA Program scheduling and related program controls support services

2. Design Reviews

- EOWA design deliverables review coordination support services

7. Document Management

- EOWA document management support services including E-Builder, ProjectWise and SharePoint document management systems and associated project records and file management

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services

I-11-4014

EXHIBIT G**CURRENT OBLIGATIONS FOR PROJECT
DLZ Illinois, Inc.**

Route & Job No.	Work Scope & Description	Fee (Including all Supplements & Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
PSB 15-2 (1-15-4654)	Construction Management Services Upon Request. On-call and as-needed Construction Management Services (DLZ Subcontract to Infrastructure Engineering, Inc.)	\$900,000	\$900,000	
PSB 15-2 (1-15-4659)	Land Acquisition Services Upon Request – Systemwide. On-call and as-needed Surveying Services (DLZ Subcontract to HDR)	\$210,000	\$210,000	
PSB 14-1 (#RR-13-5660)	Construction Management Services, I-88 Roadway Resurfacing, US Route 30 to US 52 (DLZ Subcontract to Michael Baker Jr., Inc.)	\$993,000	\$993,000	1/30/2016
PSB 12-3 (#RR-12-5648)	Construction Management Services Upon Request	\$3,400,000	\$10,000	11/30/2015
PSB 13-1 (#I-13-4106)	Construction Management Services, I-90, Bridge Reconstruction, Roselle Road	\$2,900,000	\$270,000	12/30/2015
PSB Suppl. 13-1 #17 (#1-13-4106)	Construction Management Services, I-90, Bridge Reconstruction, Roselle Road	\$2,900,000	\$2,900,000	8/30/2017
Prime Contract #RR-10-9974	Systemwide Traffic Studies (RWA, a DLZ company, Subcontract to CDM-Smith)	\$1,209,000	\$157,000	12/2015
Prime Contract #I-11-4020	Elmhurst Road (RWA, a DLZ company, Subcontract to Elmhurst Joint Venture)	\$270,000		10/2016
Prime Contract #I-11-4014	Elgin-O'Hare Expressway Phase III (RWA, a DLZ company, Subcontract to CH2M Hill)	\$3,100,000	\$160,000	4/30/2016
PTB 177-015 (#HPR-66-001-16)	Field Collection of Traffic Data, Various Routes, Various Counties, Districts 4, 6, 8	\$2,500,000	\$230,000	11/2017
PTB 159 (#D-91-402-11)	FAP 890 (IL 53) from IL 64 to St. Charles Road, Lane Addition and Bridge Replacement, DuPage Co.	\$769,000	\$209,000	1/2016
PTB 162 (#P-91-133-12)	FAP 374 (IL 21) from North of Sanders Road to South of Euclid Avenue, Glenview	\$504,000	\$15,000	3/2016
PTB 169 (HPR-66-001-14)	Field Collection of Traffic Data, Various Routes, Various Counties, Districts 4, 6, 8	\$2,500,000	\$230,000	11/2015
PTB 172-006 (D91-333-14)	Various Phase II Traffic Signal Design, Various Routes, Various Counties, District 1	\$600,000	\$345,000	12/2016
PTB 158-006 (P-91-248-11)	Phase I Engineering Program Management, Various Traffic Studies, Various Routes, Various Counties, District 1 (RWA, a DLZ company, contract)	\$2,000,000	\$774,000	10/2017

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-G for second tier subconsultants. 01 ✓

DBE/MBE/WBE SUBCONSULTANTS

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

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

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

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

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

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

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

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

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

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

** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<hr/>	
Direct Labor	<hr/>	
Direct Costs	<hr/>	
Services by Others	<hr/>	
Additional Services **	<hr/>	
Total this Subconsultant (ULC)	\$	-

6	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

2	<hr/>	
Direct Labor	<hr/>	
Direct Costs	<hr/>	
Services by Others	<hr/>	
Additional Services **	<hr/>	
Total this Subconsultant (ULC)	\$	-

7	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

3	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

8	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

4	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

9	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

5	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

10	<hr/>	
Direct Labor	\$	-
Direct Costs	\$	-
Services by Others	\$	-
Additional Services **	\$	-
Total this Subconsultant (ULC)	\$	-

** Additional services funds require prior authorization before use

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

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

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

Project No. I-11-4014

Consultant: Wang Engineering, Inc.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 5,870.00
(From Exhibit C-3)

Total Dollars: \$ 233,087.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 652,643.60

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 147,356.40

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 800,000.00

Date Revised 04/09/12

Project No.: I-11-4014

Consultant: Wang Engineering, Inc.

Date: 5/26/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Principal-in-Charge	Farez, Corina	77.91	75.09	No
	Iordache, Liviu	69.44		No
	Wang, Paul	77.91		No
QC/QA Reviewer	Kothawala, Mohammed	67.22	45.63	No
	Wang, Jerry	24.04		No
Senior Engineer/Project Manager	Kurnia, Andri	46.07	54.33	No
	Seyhun, Metin	53.45		No
	Snider, Mickey	57.33		No
	Syfert, Gregory	60.48		No
Project Engineer/Project Geologist	Balakumaran, Nesam	36.15	34.61	No
	Bista, Hemanta	29.25		No
	Datz, Eric	41.01		No
	Davis, Nathan	40.65		No
	Dholakia, Suresh	37.80		No
	Gorlagunta, Ravi	33.49		No
	KC, Ramesh	29.25		No
	Hamad, Azza	34.16		No
	Marin, Cornelia	37.93		No
	Mohammud, Ibrahim	26.45		No
Project Assistant Engineer/Assistant Geologist	Bozga, Francisc	27.15	23.61	No
	Foot, James	22.00		No
	Kolpacki, David	23.45		No
	Ramunajan, Sai	25.00		No
	Rowells, Jessica	22.00		No
	Schmeizel, Michael	22.00		No
	Tomaras, Anthony	23.69		No
Laboratory Technician	Iordache, Corina	23.51	22.88	No
	Mohammed, Asifuddin	23.04		No
	Ratiu, Monica	22.08		No
Project Administrative Assistant	Davis, Chad	30.23	30.69	No
	Toner, Daniel	31.14		No

Date Revised 04/09/12

Page 5 of 15

Project No.: I-11-4014

Date: 4/7/2016

Consultant: Wang Engineering, Inc.

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2016
 RAISE DATE: 1/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018	-
7.0	12.0	5.0	24.0	24.0	24.0	60.0
29.17%	51.50%	22.10%	Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period
						Escalation Factor Fifth Period
						Escalation Factor Sixth Period

The escalation factor for this project is: 102.77%

Project No. I-11-4014

Consultant: Wang Engineering, Inc.

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ 65.00 X 100 \$ 6,500.00
Includes Tolls No. of Days

Mileage \$ 0.540 X - \$ -
Mileage Rate No. of Miles

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>.

TOTAL VEHICLE REIMBURSEMENT \$ 6,500.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 140,856.40

http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

Date Revised 04/09/12 **TOTAL ITEMIZED DIRECT COSTS**

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Wang Engineering, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Corina Farez

Classification: Principal-in-Charge

Project Manager: Liviu Iordache

Classification: Principal-in-Charge

Project Engineer: Mickey Snider

Classification: Senior Geotechnical Engineer

Project Engineer: Mohammed Kothawala

Classification: Senior Geotechnical Engineer

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

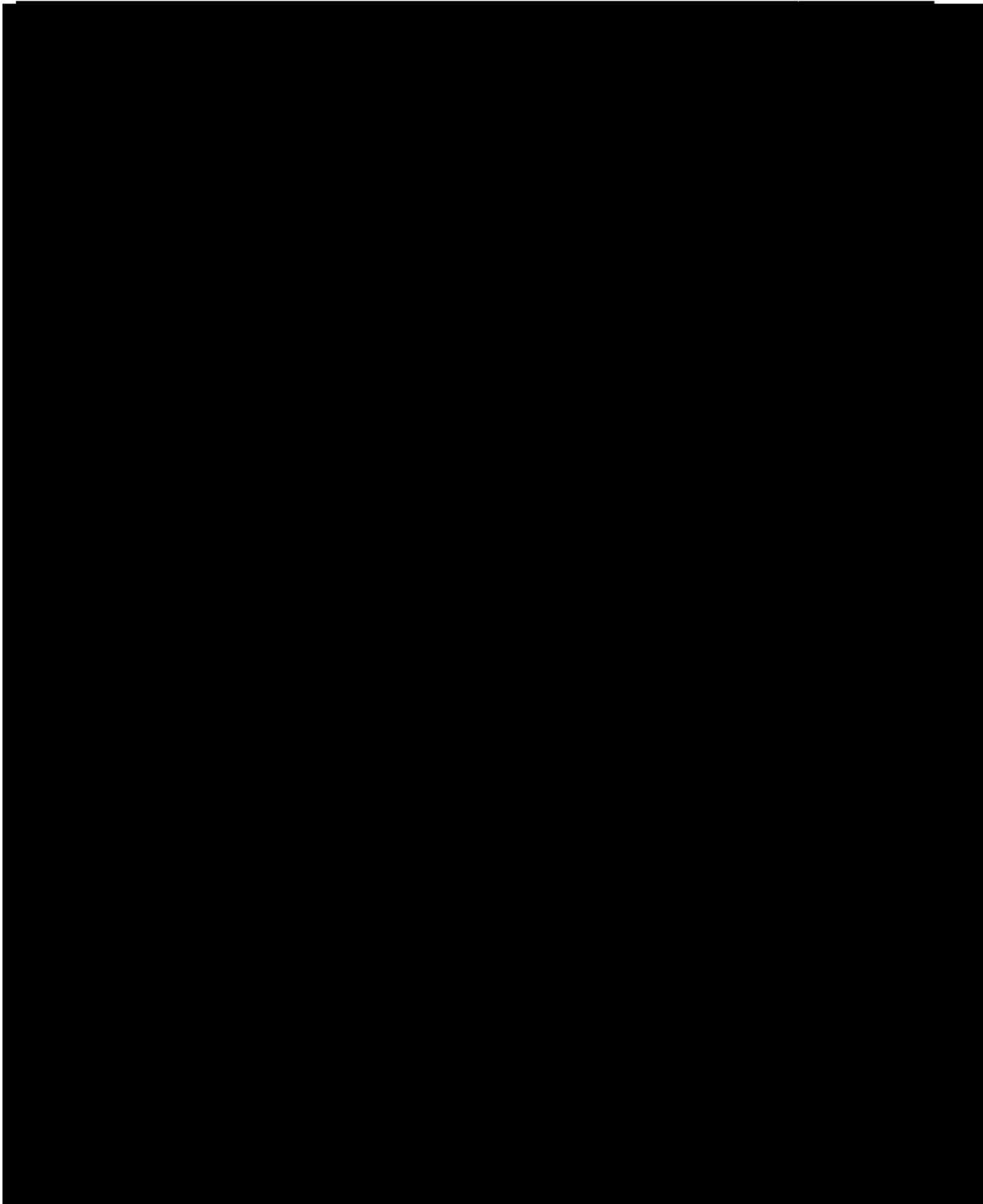
Classification: _____

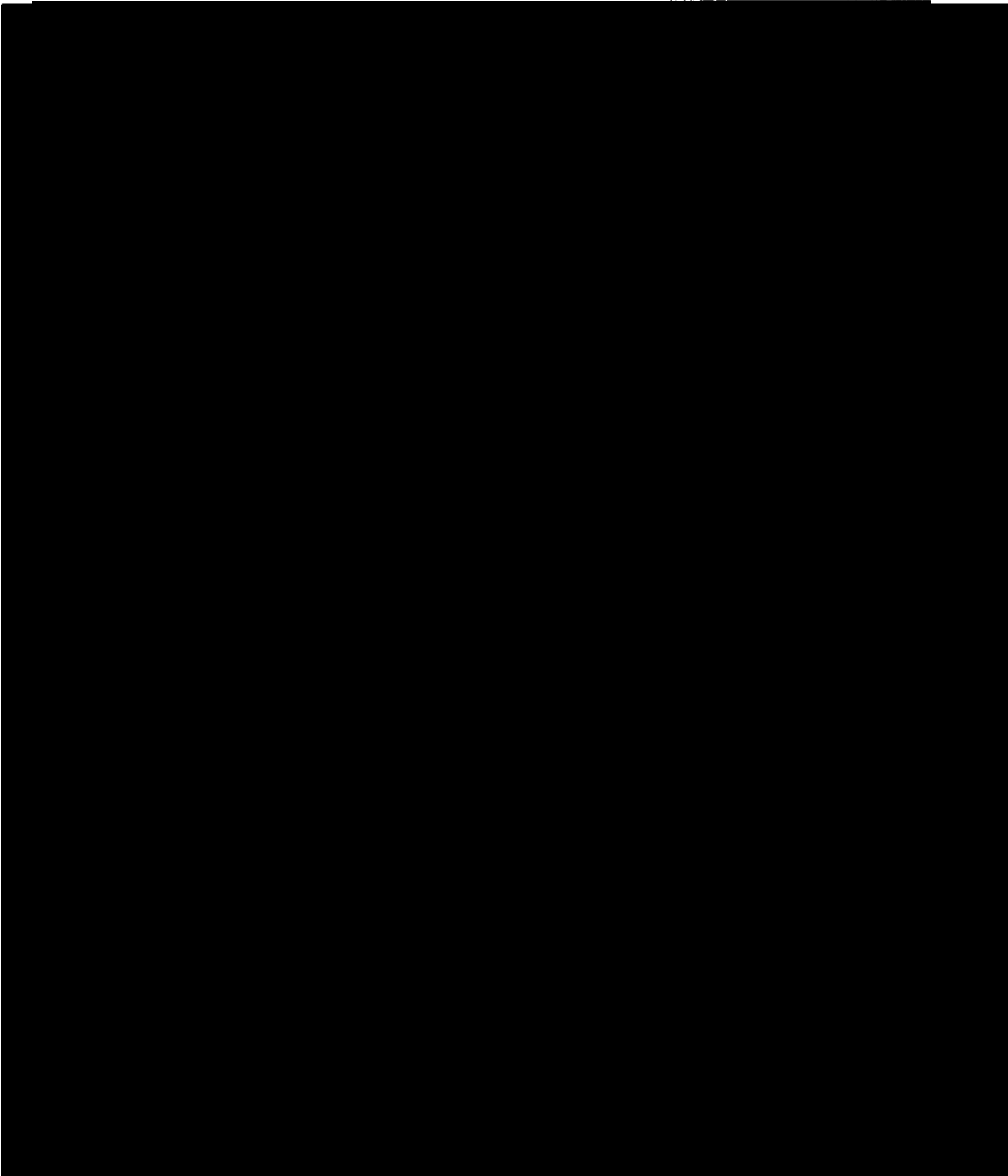
Others: Jerry Wang

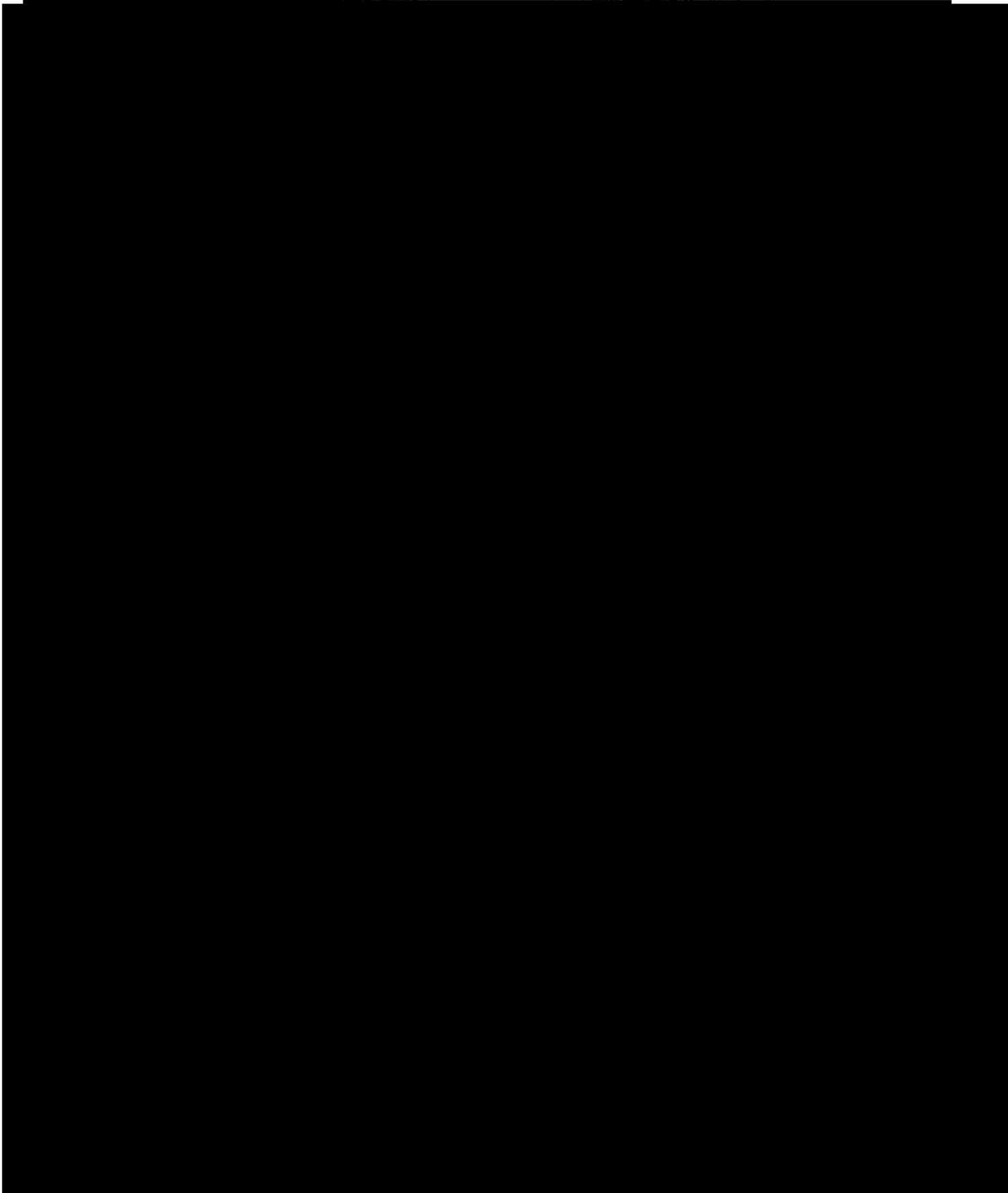
QC/QA Reviewer

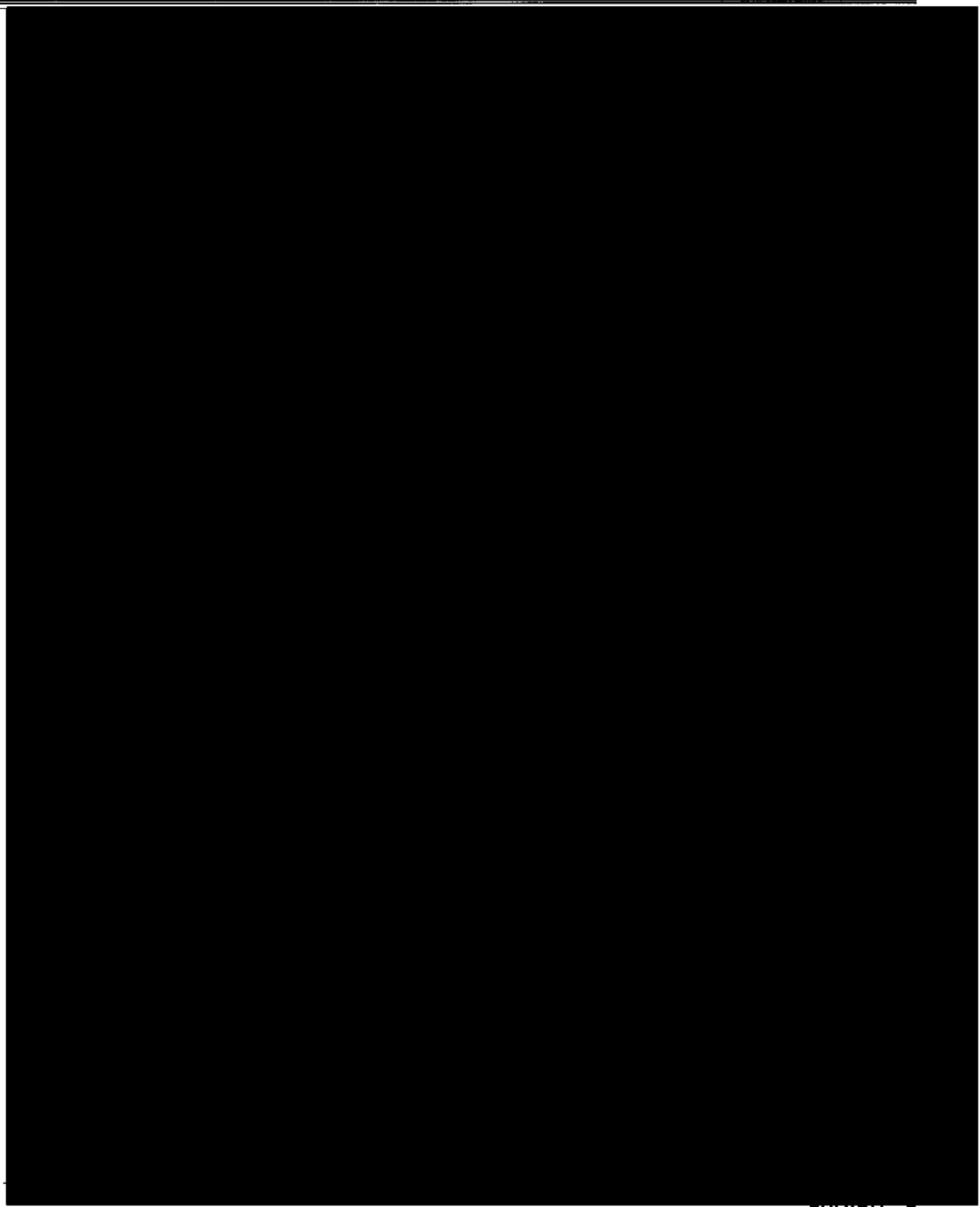
List all key personnel titles that are applicable to this project.

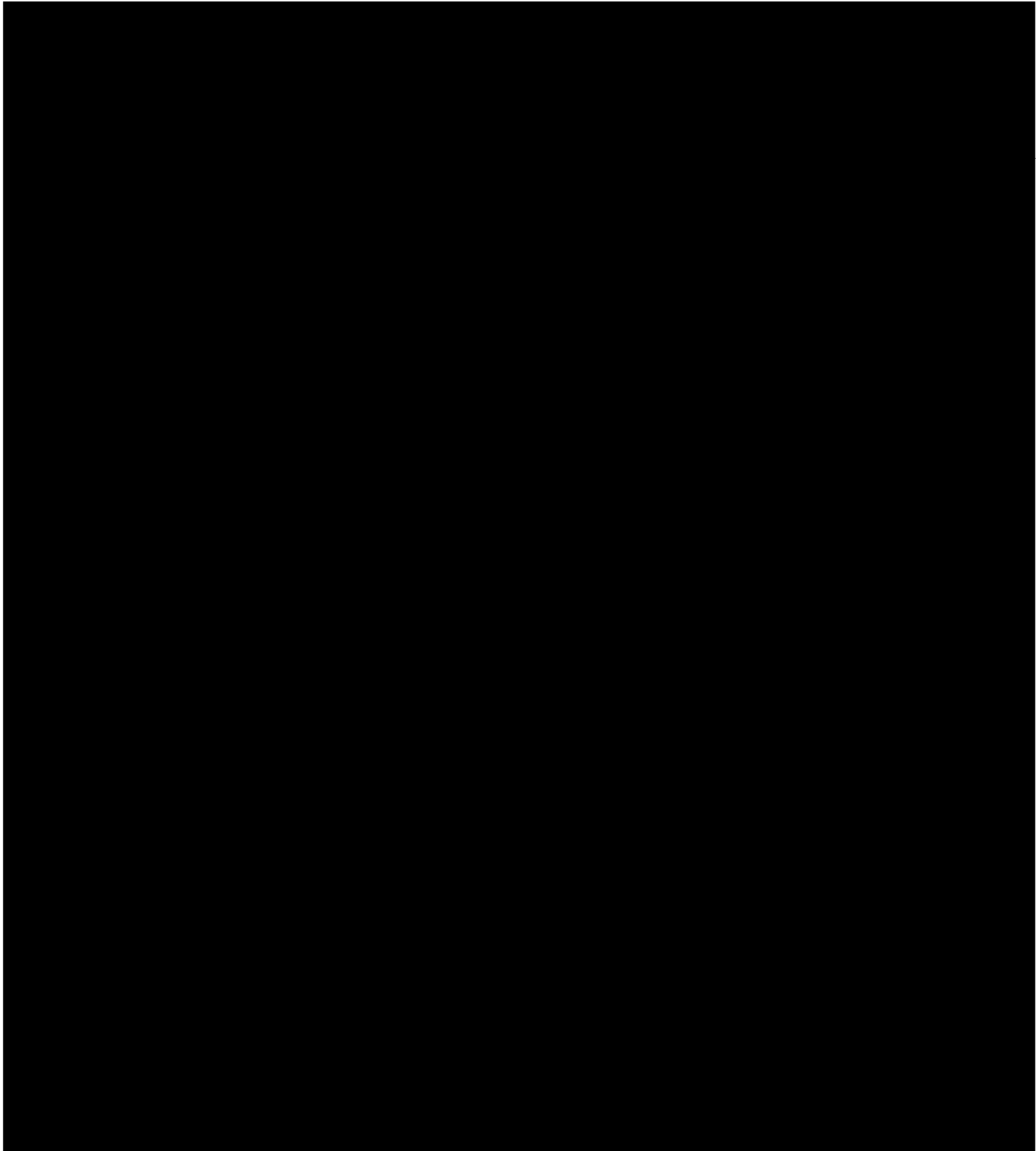
Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

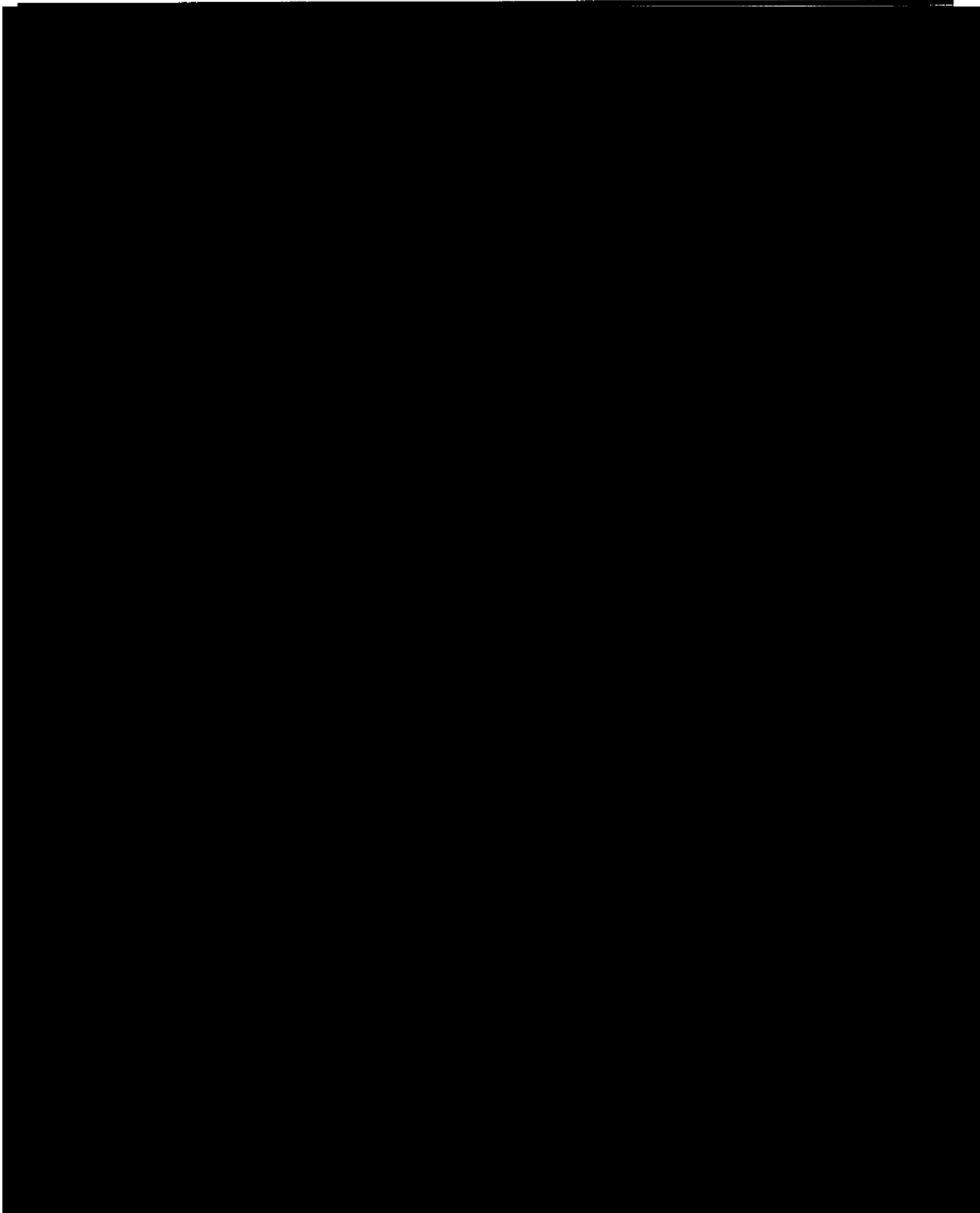


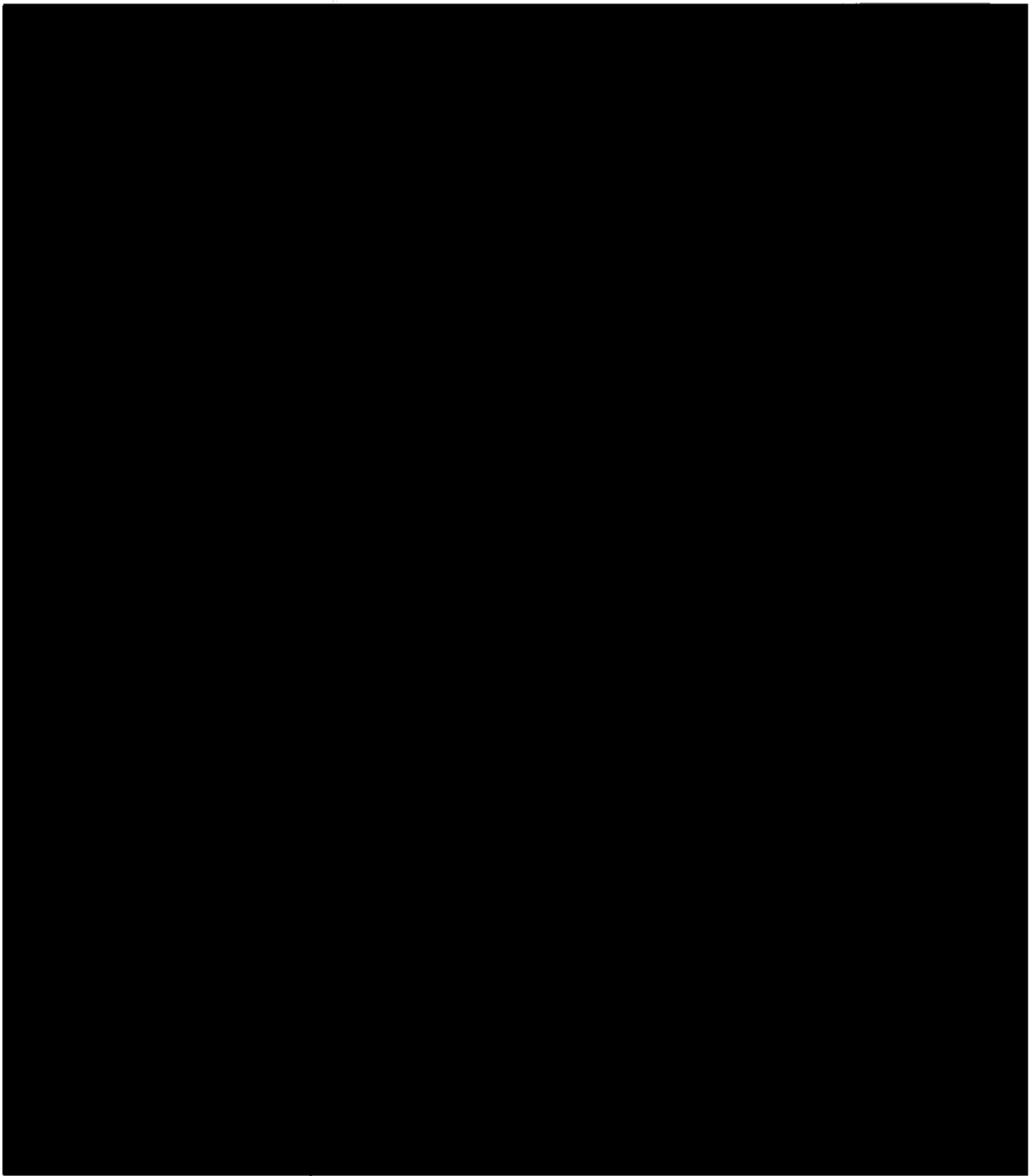


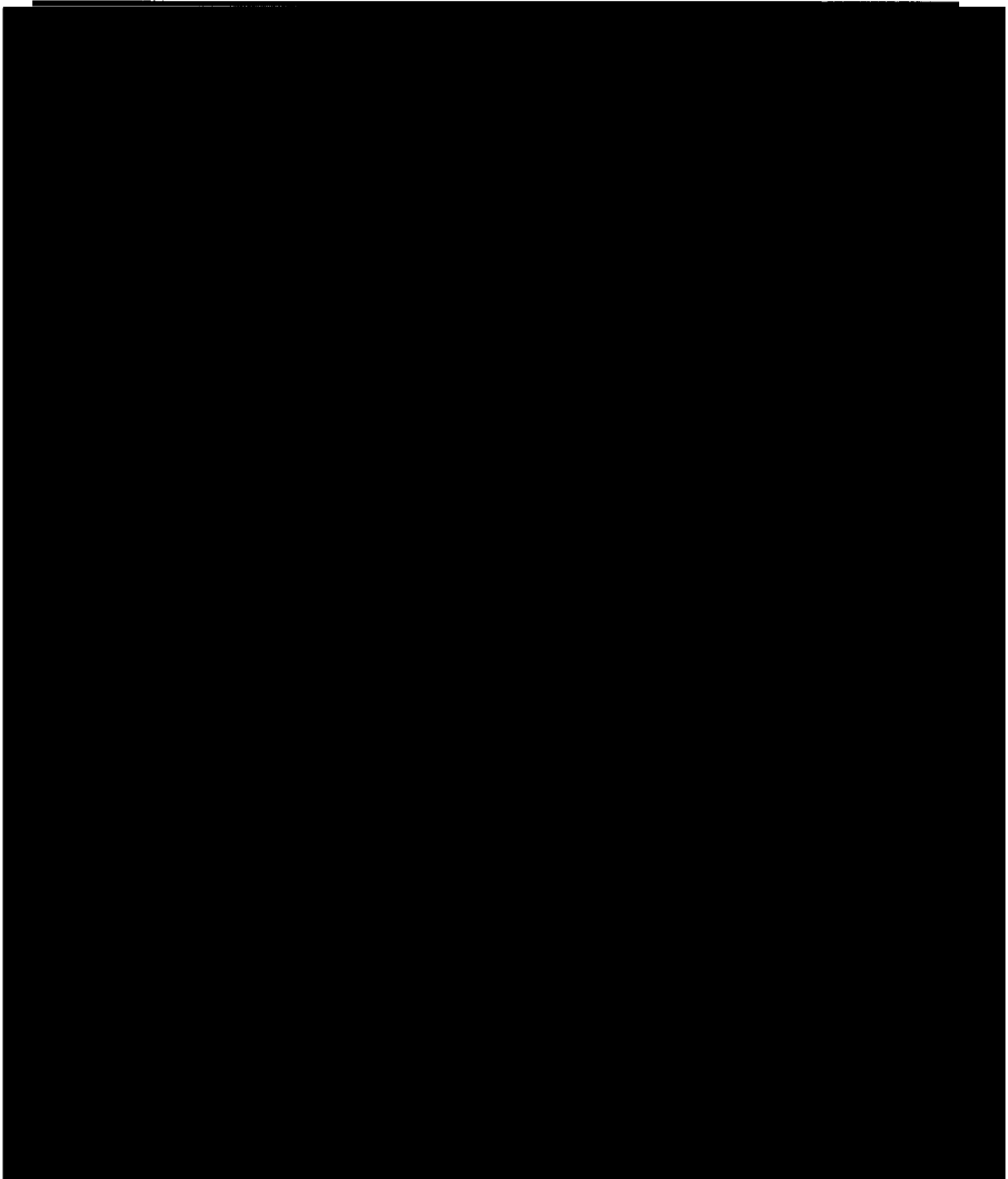


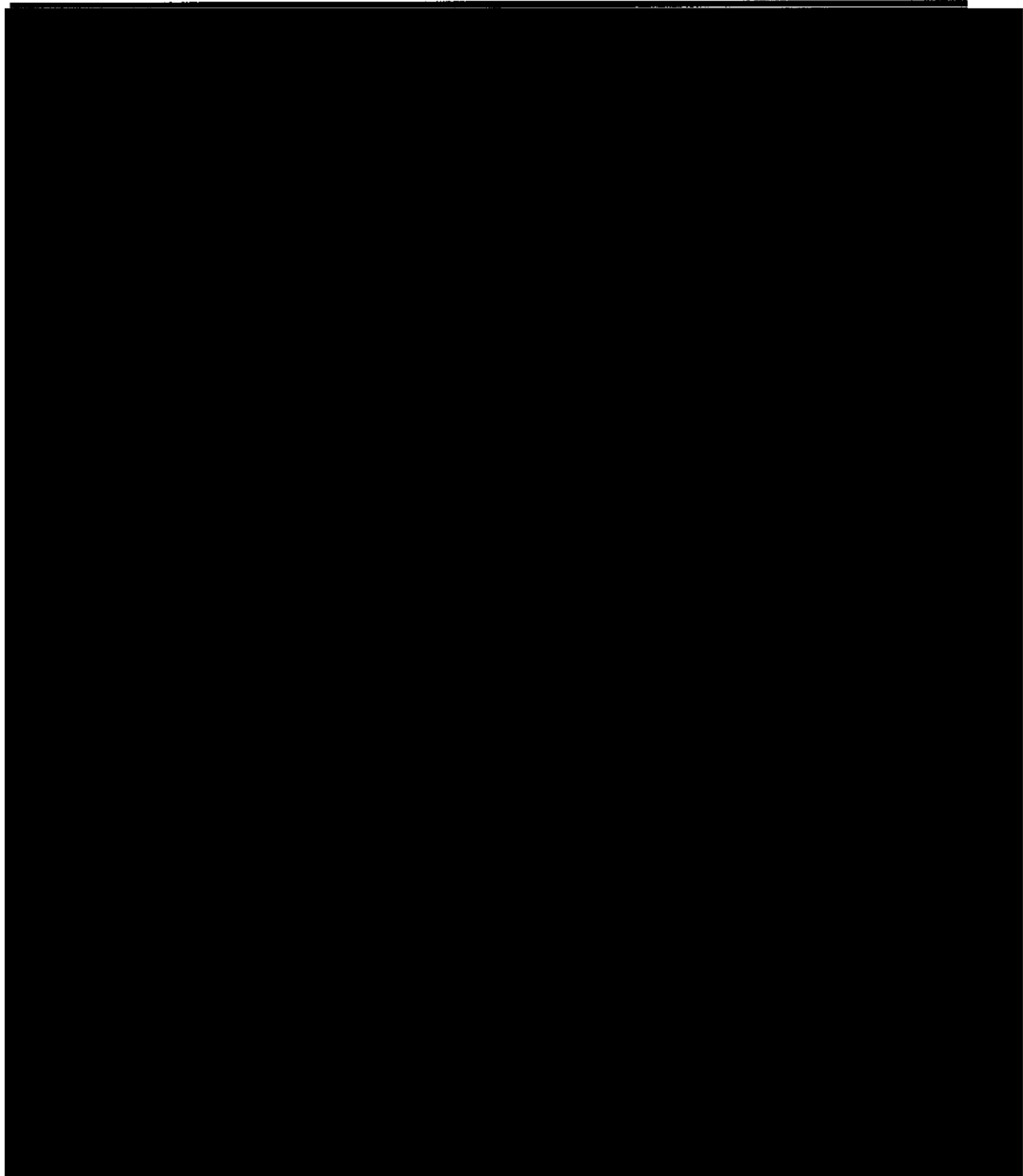


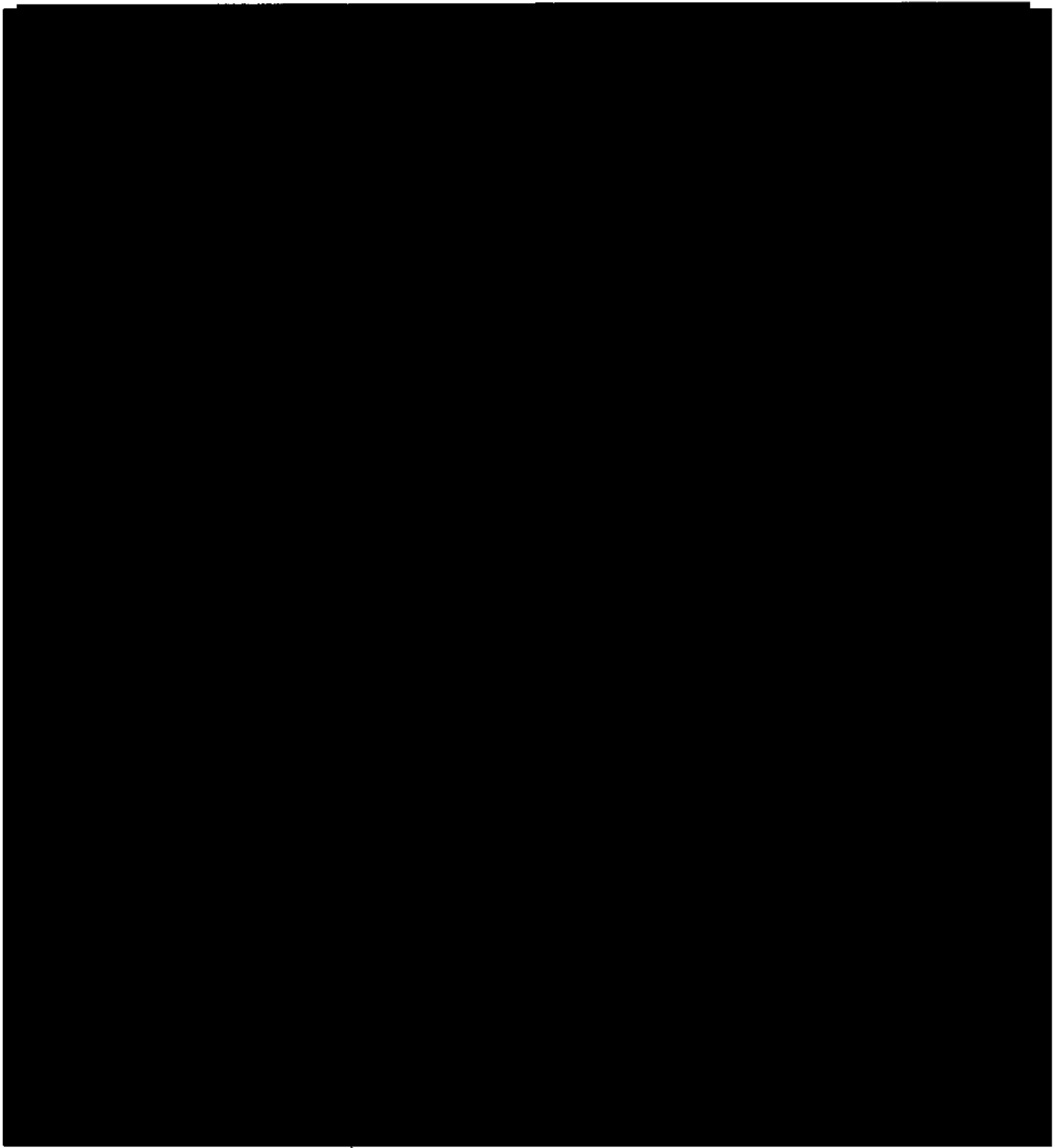


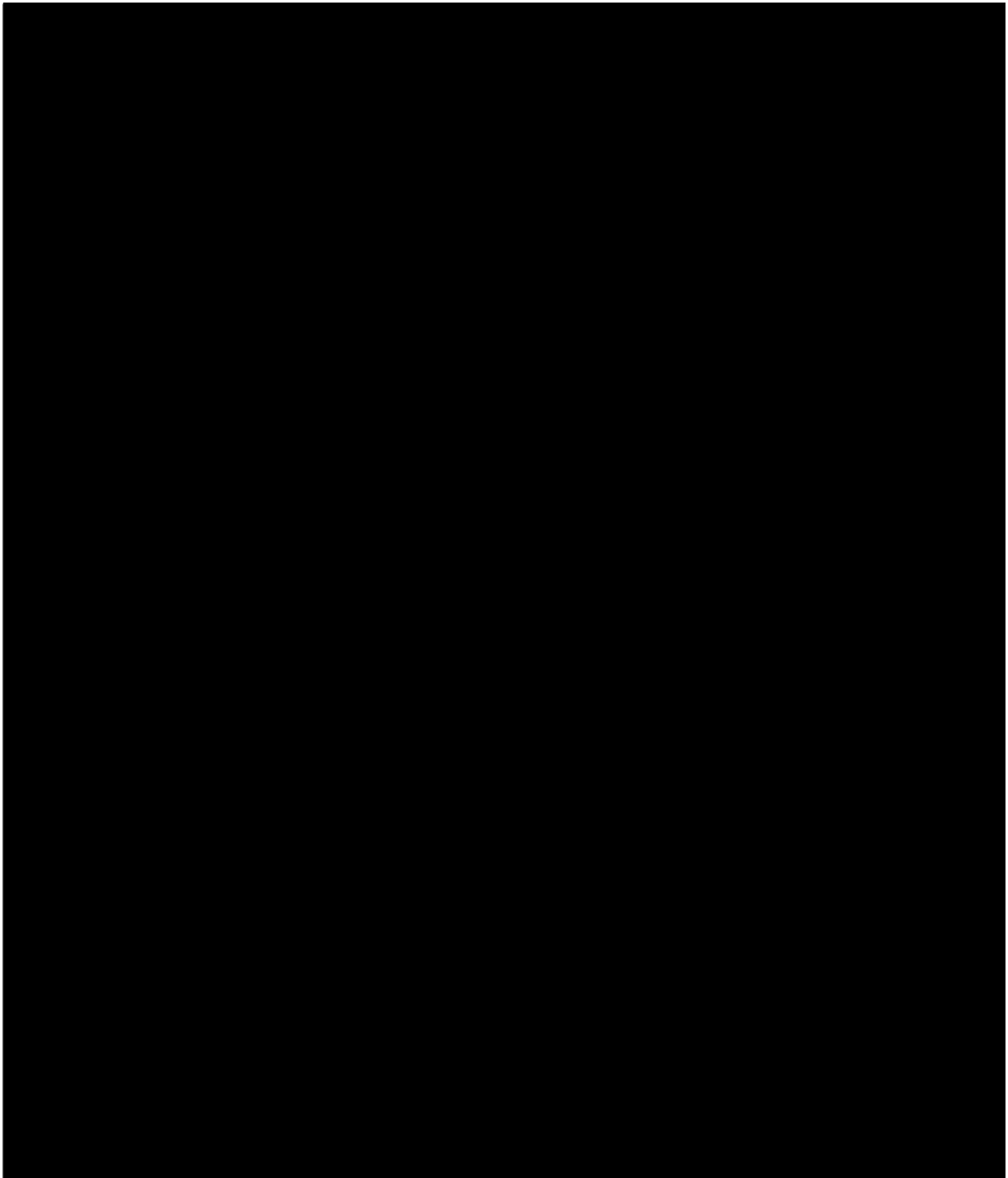


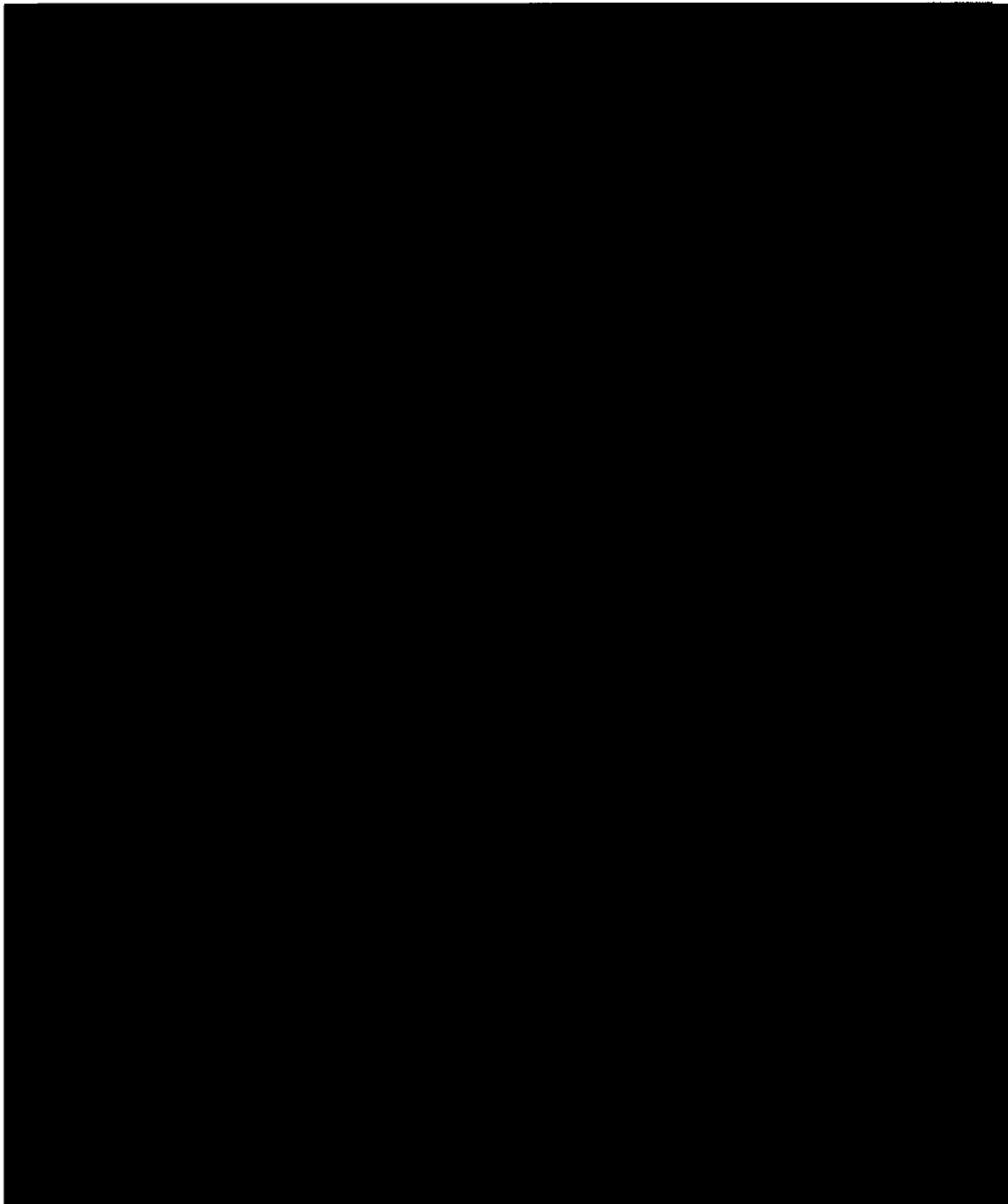


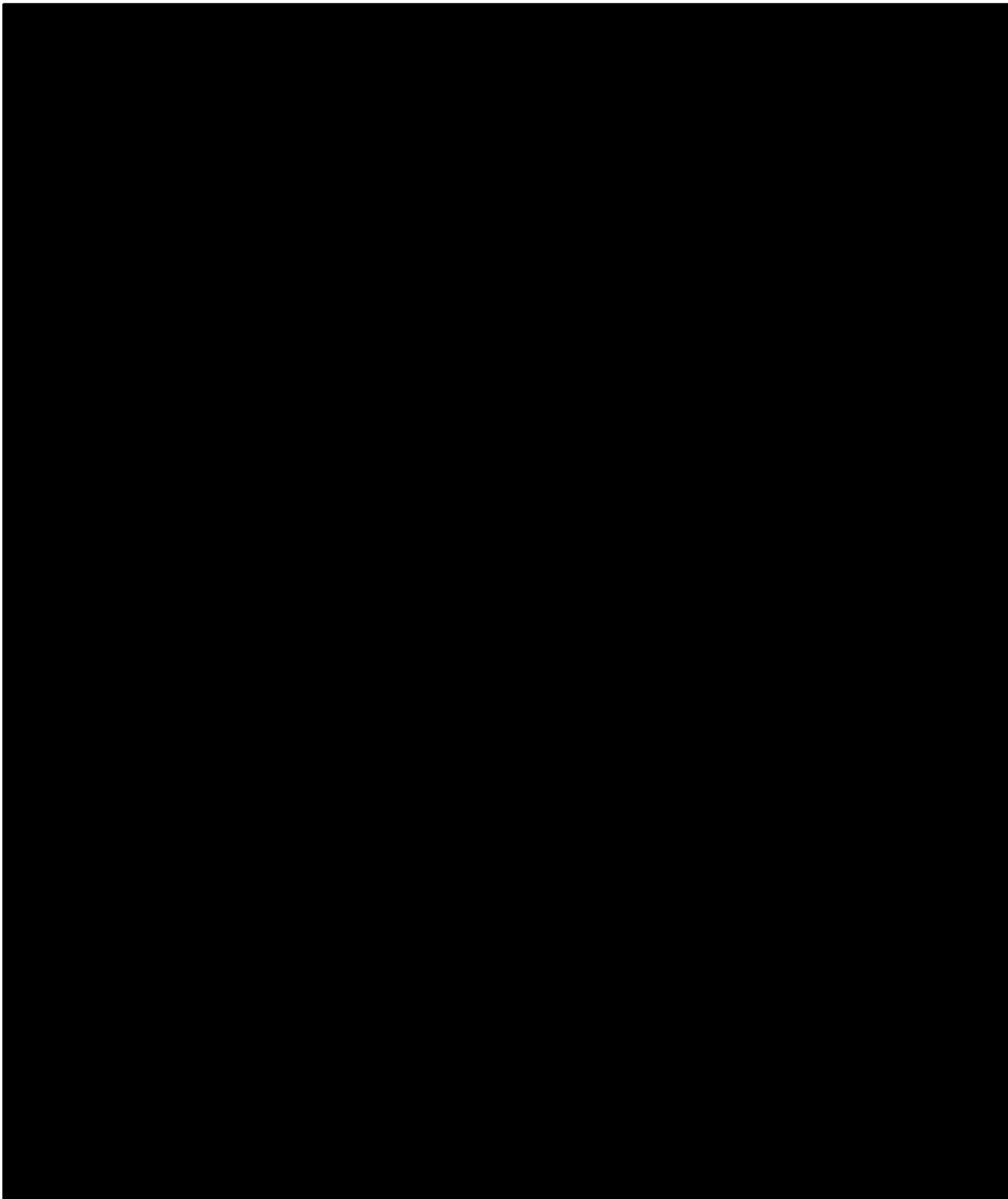


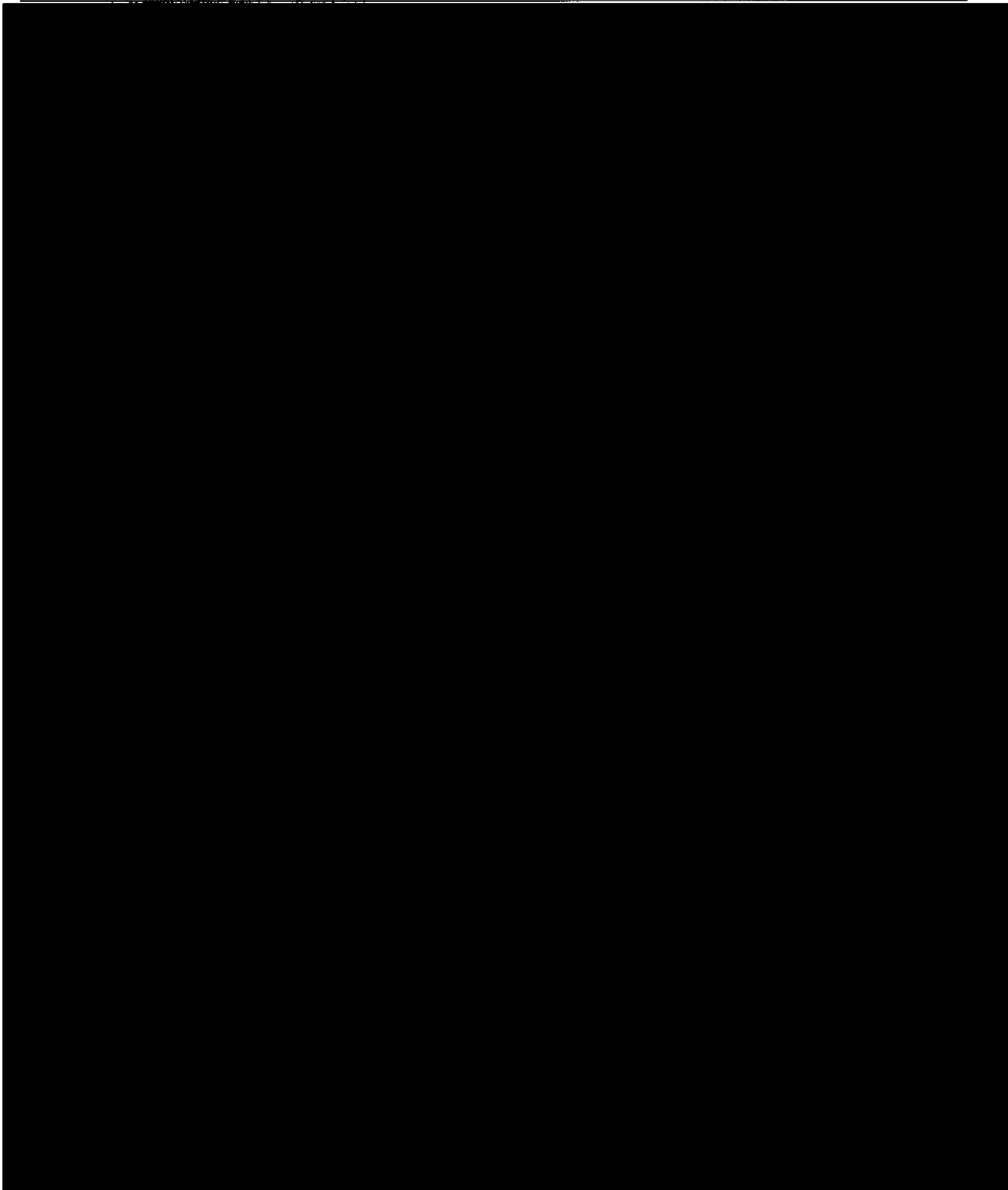


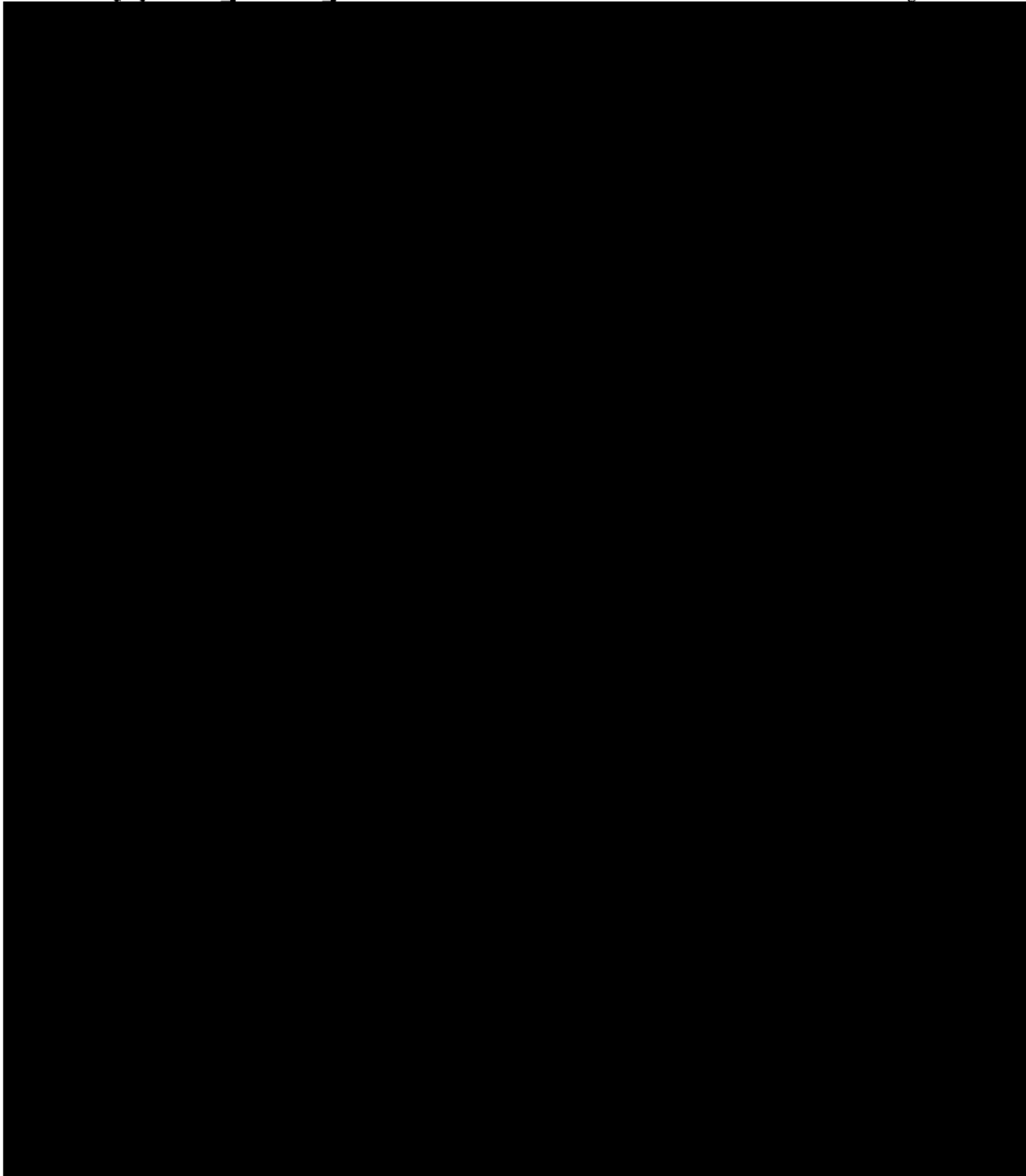


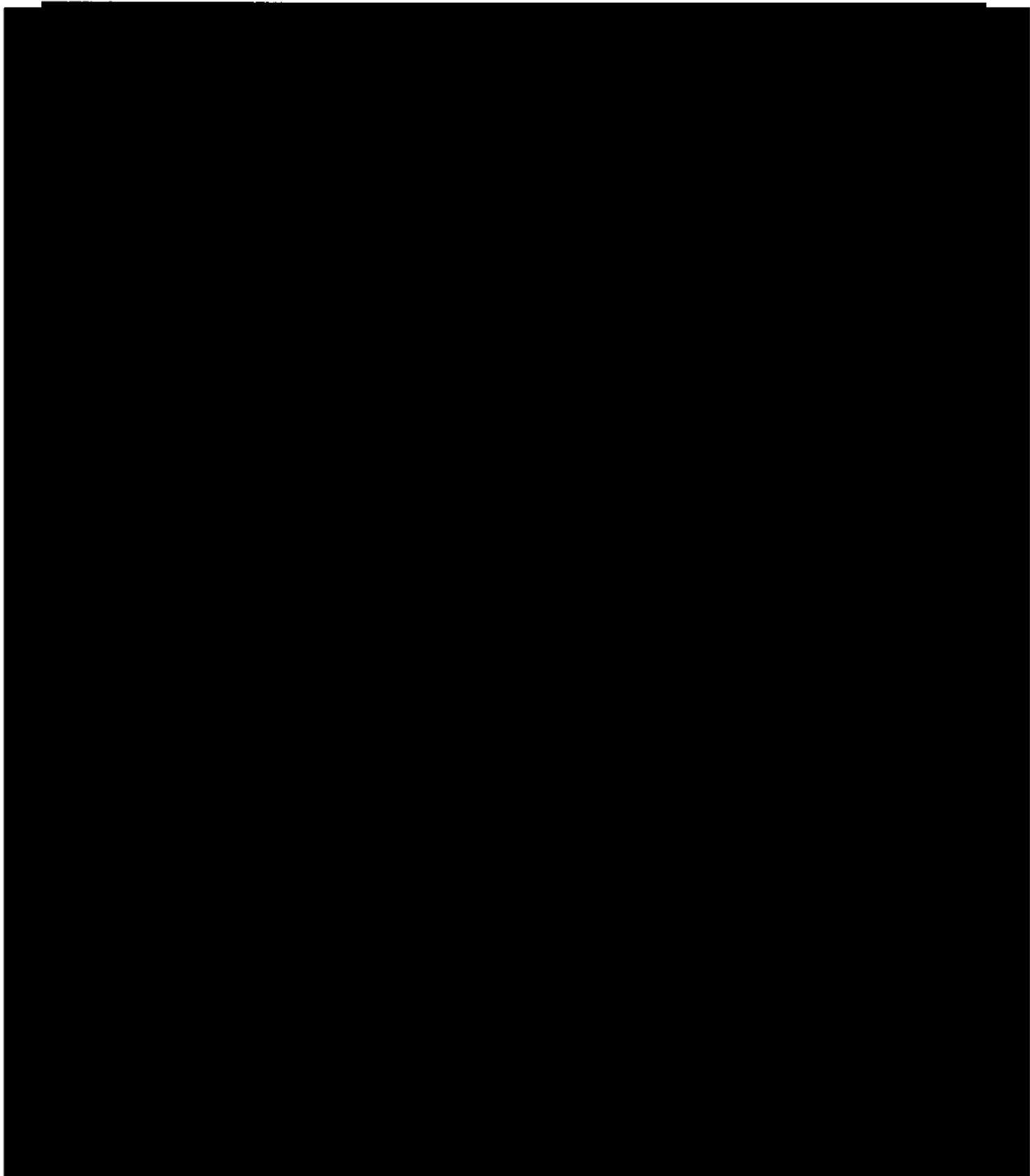


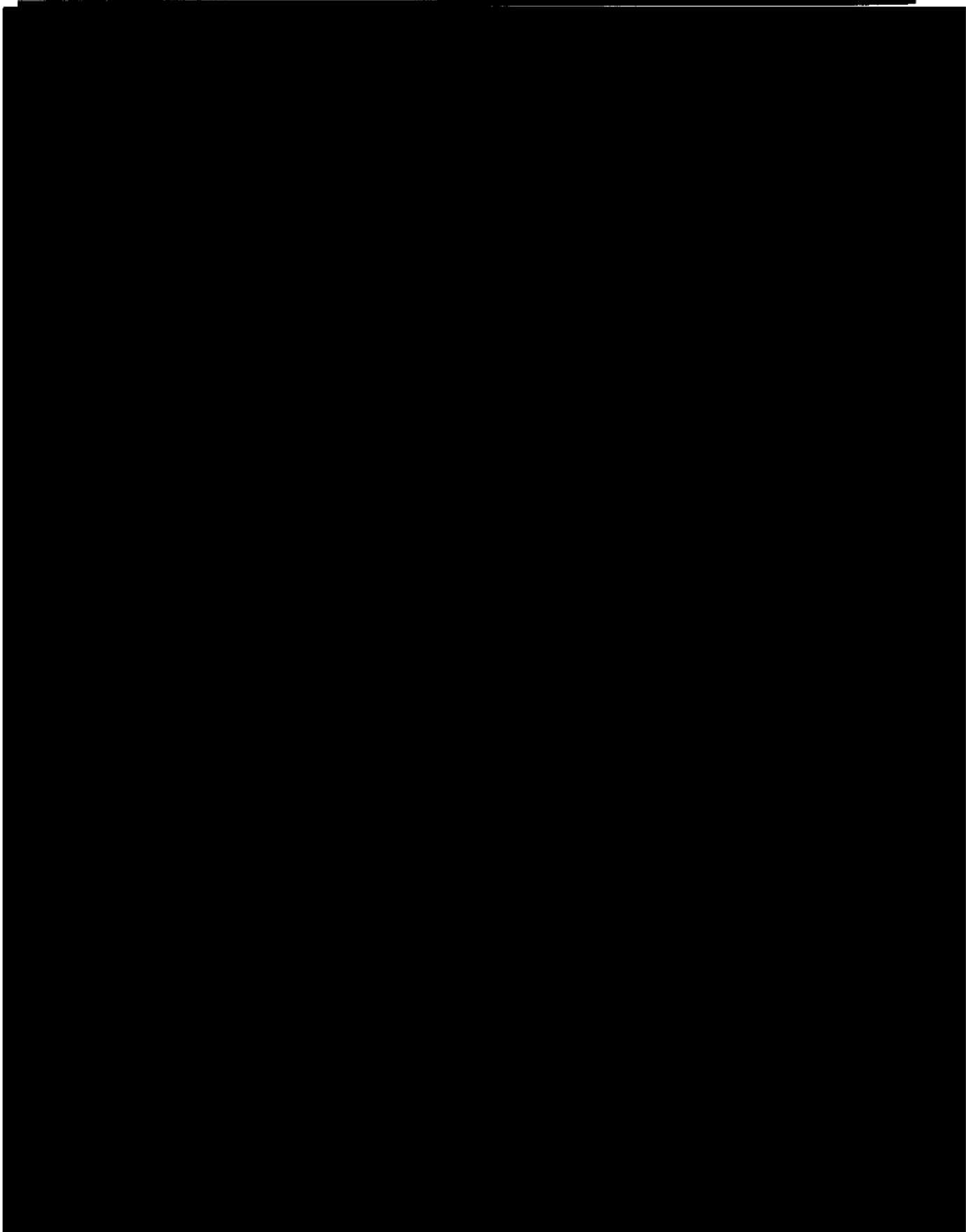












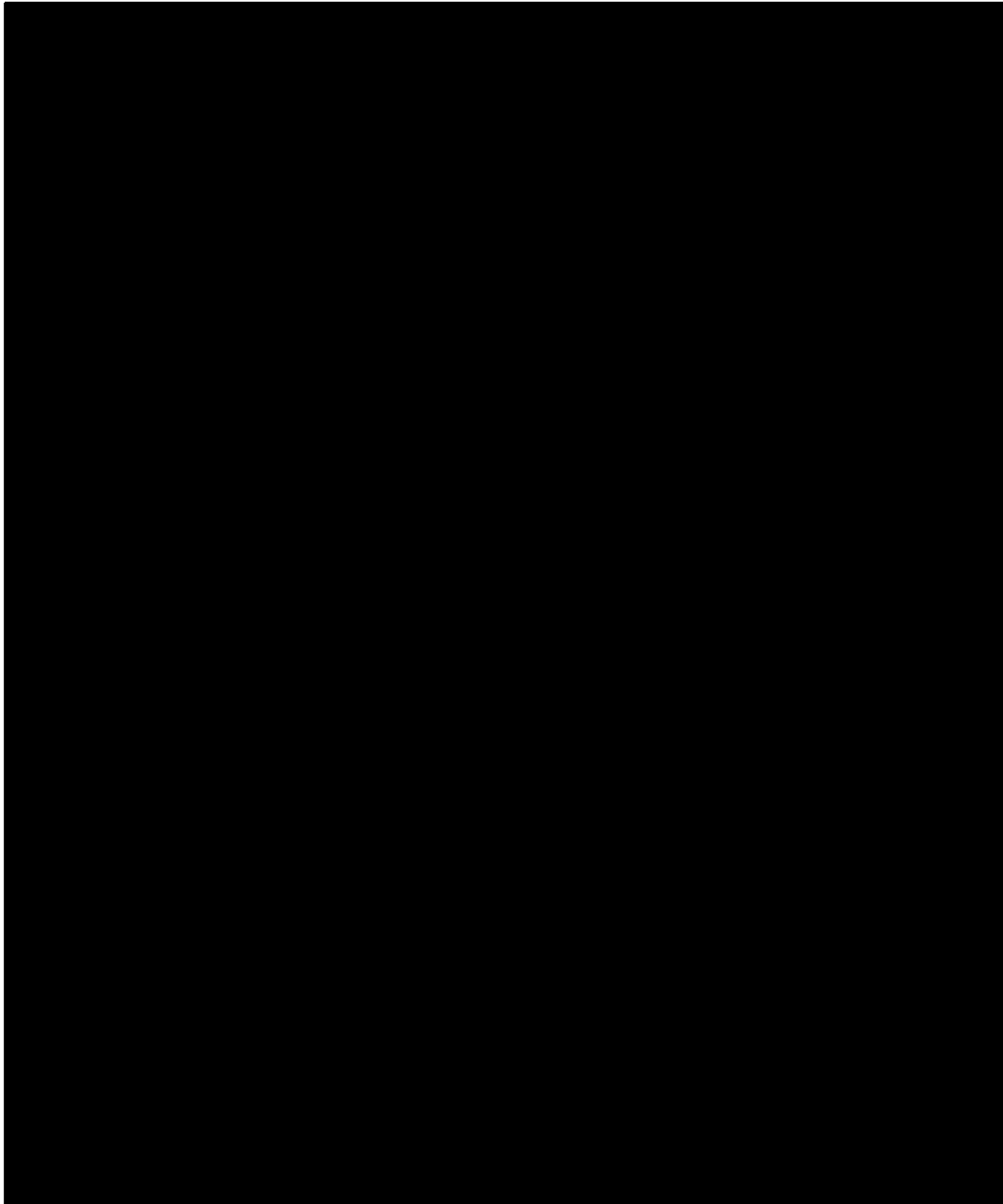


EXHIBIT F
CONTRACT I-11-4014
(Wang Engineering, Inc.)
SCOPE OF SERVICES

D. Task Order Requests

- Geotechnical Engineering Services: Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services.

EXHIBIT G
CONTRACT I-11-4014
(Wang Engineering, Inc.)
CURRENT OBLIGATIONS

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-11-4019 (PSB 12-5, Item 4, I-90) Wang 1400-01-01	Construction Engineering Services	\$100,000	\$30,000	Dec-16
RR-13-4116 (PSB 13-2, Item 1 I-88) Wang 342-07-01	Geotechnical Engineering Services	\$108,000	\$50,000	Aug-16
RR-12-4045 (PSB 12-3, Item 9, DUR) Wang 950-15-01	Geotechnical Engineering Services	\$168,000	\$8,000	Aug-16
RR-13-4614 (PSB 13-1, Item 21, EOWA DUR) Wang 255-29-XX	Geotechnical Engineering Services	\$266,000	\$90,000	Aug-16
I-13-4622 (PSB 13-4, Item 01, IL 390 & I-490 Interchange) Wang 630-09-01	Geotechnical Engineering Services	\$1,400,000	\$673,000	Dec-16
RR-14-4222 (PSB 14-3, Item 02, BNSF/I-294) Wang 314-19-01	Geotechnical Engineering Services	\$297,000	\$236,000	Dec-17
RR-14-4222 (PSB 14-3, Item 03, I-294) Wang 790-83-01	Geotechnical Engineering Services	\$1,666,000	\$1,332,000	Dec-17
D-91-424-12 (PTB 164-004, US 45) Wang 342-08-01	Geotechnical Engineering Services	\$172,000	\$113,000	Dec-16
D-91-227-13 (PTB 163/001, Circle Phase II) Wang 1100-04-01	Geotechnical Engineering Services	\$1,789,000	\$258,000	Dec-16
D-91-408-11 (PTB 159-01, US45) Wang 630-08-01	Geotechnical Engineering Services	\$654,000	\$340,000	Dec-16

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<hr/>	
	Direct Labor	<u> </u>
	Direct Costs	<u> </u>
	Services by Others	<u> </u>
	Additional Services **	<u> </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

6	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

2	<hr/>	
	Direct Labor	<u> </u>
	Direct Costs	<u> </u>
	Services by Others	<u> </u>
	Additional Services **	<u> </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

7	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

3	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

8	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

4	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

9	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

5	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

10	<hr/>	
	Direct Labor	\$ <u> - </u>
	Direct Costs	\$ <u> - </u>
	Services by Others	\$ <u> - </u>
	Additional Services **	\$ <u> - </u>
	Total this Subconsultant (ULC)	\$ <u> - </u>

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1

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

6

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

2

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

7

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

3

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

8

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

4

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

9

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

5

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

10

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

** Additional services funds require prior authorization before use

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

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

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

Project Number: I-11-4014

Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2016												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task A - DCM						480	480	480	432	432	432	432	3168
Task B - Master/ Concept Design						248	248	248	216	216	216	216	1608
Task C - PS&E													
Task D - Task Orders						436	422	422	422	422	422	422	2968
TOTALS						1164	1150	1150	1070	1070	1070	1070	7744

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project Number: I-11-4014

Consultant: Knight E/A, Inc.

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task A - DCM	432	432	432	432	432	432	432	432	432	432	432	432	5184
Task B - Master/ Concept Design	216	216	216	216	216	216	216	216	216	216	216	216	2592
Task C - PS&E													
Task D - Task Orders	422	422	422	422	422	422	422	422	422	422	422	422	5064
TOTALS	1070	1070	1070	1070	1070	1070	1070	1070	1070	1070	1070	1070	12840

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Project No.: I-11-4014

Consultant: Knight E/A, Inc.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
President (20)	Wolfe, James	70.00	70.00	
	Lentz, Kevin	70.00		
Sr. Vice President (20)	Kavanaugh, Daniel	70.00	70.00	
	Reed, Christine	70.00		
Vice President (19)	Joynt, Eugene	70.00	70.00	
	Sommer, Charles	70.00		
	Grabowski, Donald	70.00		
	Kotlarz, Heather	70.00		
Principal Engineer (19)	Bedwell, Jeffrey	70.00	68.86	
	Shipley, Clayton	70.00		
	Murphy, William	70.00		
	Schrock, Dennis	70.00		
	Byom, Randy	67.31		
	Martindale, Bryan	65.87		
Sr. Administration (18)	Mulhern, Melissa	68.00	57.08	
	Ellis, Noreen	46.15		
Senior Engineer (17)	Zarowny, David	70.00	61.80	
	Murillo, John	67.55		
	Fredericksen, Kurt	67.31		
	Hildebranski, Robert	67.31		
	Antonacci, Jeffrey	66.35		
	Brejcha, Scott	65.63		
	Mueller, Martin	65.38		
	Jednoroz, Jaroslaw	65.14		
	Thornlon, Thomas	63.94		
	O'Brien, Patrick	62.50		
	Williams, Frank	61.78		
	Werner, Timothy	60.82		
Popovic, Marko	60.10			
Spiekermann, Jeffrey	57.21			

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
	Szwaya, Daniel	57.21		
	McGann, Christopher	56.73		
	Popish, Dennis	56.25		
	McKane, Ryan	55.29		
	Mack, Robert	54.57		
	Ripka, Thomas	54.57		
Senior Architect (16)	Knapp, Roxanne	52.40	51.80	
	Ditter, Jon	51.20		
Project Engineer (15)	Paris, Linda	54.33	48.55	
	Hussey, Timothy	53.85		
	Sayeeduddin, Mohammad	53.61		
	Thomas, Kenneth	51.68		
	Mellen, Bruce	50.48		
	Ogren, Chad	50.24		
	Bugayong, Mannix	49.52		
	McNulty, Dennis	49.52		
	Sanchez, Christopher	49.04		
	McHugh, Robert	48.80		
	Liptack, George	48.45		
	Banks, David	48.08		
	Dorsey, Glenn	48.08		
	Goodenough, Joef	48.08		
	Wang, Jia	47.10		
	Przewoznik, Stanley	47.85		
	Butcher, Trisha	46.83		
	Reichel Jr., James	46.15		
	Shortt, Terence	46.15		
	Freeze, Mark	45.43		
	Pytko, Mark	45.30		
	Rodriguez-Torres, Roberto	39.66		
Project Architect (14)	Knapp, Thomas	38.46	36.46	
	Mascote, Hugo	35.58		
	Earlsey, Brian	35.34		
Engineer III (13)	Vondra, David	49.28	43.50	
	Maestranzi, Matthew	46.63		
	Johnson, Rodney	45.91		

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
	Lugo, Lionel	45.67		
	Scheffler, Matthew	45.67		
	Bettenhausen, Rodney	45.00		
	Mitchell, James	44.47		
	Rai, Gaurav	44.47		
	Schiller, Patricia	44.23		
	Sluzas, Jason	43.75		
	Tilson, Alisa	42.79		
	Clay, Cecil	42.40		
	Kwasneski, Adam	42.31		
	Davison, William	41.52		
	Erickson, Marsha	40.82		
	Scheffe, Steven	38.55		
	Yenzer, David	35.96		
Information Technology (11)	Cho, WonChang	44.23	39.42	
	Koons, Ronald	42.55		
	Murillo, Ronald	31.49		
Architect III (11)	Paradiso, Ninette	35.58	34.02	
	Harbour, Zachery	32.45		
Engineer II (10)	Cerniglia, Ryan	39.18	34.62	
	Hubeny, John	39.18		
	Sliwa, Dustin	37.02		
	Blakesley, Jaime	35.34		
	Aspacio, Roque	34.86		
	Balog, Marius	34.62		
	Paoletti (nee Brockman), Corey	34.38		
	Lewis, Douglas	33.75		
	Yuen, Amy	33.60		
	Sipkovsky, Adam	33.60		
	Leaf, James	33.17		
	Snyder, Gary	33.00		
	Barnes, Donald	32.93		
	Varchetto, Nicholas	32.45		
	Poulos, Michael	32.21		
Architect II (9)		24.04	24.04	

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No)	
Engineer I (8)	Quinn, Scott	31.65	27.42		
	Bachtell, Craig	31.49			
	Sledz, Lukasz	30.29			
	Sta. Maria, Rommel	30.00			
	Haas, Donna	29.81			
	Alberts, Morgan	29.57			
	Myers, William	29.55			
	Nilicia, Stephanie	29.33			
	Kamariotis, Bill	29.10			
	Lorentz, Michael	28.85			
	Westcott, Brett	28.85			
	Mitchell, Robert	28.37			
	Van Nortwick, T. Wade	28.13			
	DePatis, Tyler	26.92			
	White, Patricia	26.68			
	O'Brien, Patrick M.	26.44			
	Meyers, Derek	26.20			
	Atkinson, Sean	25.72			y
	Salinas, Arturo	25.48			y
	Carroll, Daniel	25.24			
Cawley, John (Marty)	25.24		y		
Andersen, Kevin	24.52		y		
Dworak, Alex	24.52		y		
Kakacek, John	22.60		y		
Verdaguer, Joseph	21.00		y		
Architect I (7)	Warnes, Michael	27.40	27.40		
Administrative Assistant (6)	Athas, Erin	30.77	25.04		
	Alsbury, Samantha	26.68			
	Luna, Emma	26.68			
	Schorch, Rosemary	36.78			
	Gorman, Grant	24.04			
	Hines, Shakita	21.63			
	Lupo, Susan	21.15			
	Layland, Crystal	21.39			
	Blauw, Arlene	19.23			
	Hubbard, Wendy	33.65			
	Pozza, Jan	17.50			
Whitlow, Barbara	21.00				

Project No.: I-11-4014

Consultant: Knight EJA, Inc.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
SCHEDULED START DATE: 6/1/2016
RAISE DATE: 7/1/2016
PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	-	Date	Date	-	Date	Date	-	Date	Date	-	Date	Date
6/1/2016	-	6/30/2016	7/1/2016	-	6/30/2017	7/1/2017	-	5/30/2018		-		
1.0			12.0			11.0						
24.0			24.0			24.0						60.0
4.17%			51.50%			48.62%						
Factor First Period			Escalation Factor Second Period			Escalation Factor Third Period						Escalation Factor Sixth Period

The escalation factor for this project is: 104.29%

Date Revised 04/09/12

EXHIBIT D

f

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate	<u>\$ 65.00</u>	X	<u>50</u>		<u>\$ 3,250.00</u>
	Includes Tolls		No. of Days		

Mileage	<u>\$ 0.540</u>	X	<u>10,000</u>		<u>\$ 5,400.00</u>
	Mileage Rate		No. of Miles		

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.a>

TOTAL VEHICLE REIMBURSEMENT					<u>\$ 8,650.00</u>
------------------------------------	--	--	--	--	--------------------

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

\$ 57,416.00

http://www.illinoistollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: Knight E/A, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

7

Project Principal: Charles Sommer, PE

Classification: Vice President

Project Manager: Martin Mueller, PE

Classification: Senior Engineer

Project Engineer: Scott Brejcha, PE

Classification: Senior Engineer

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

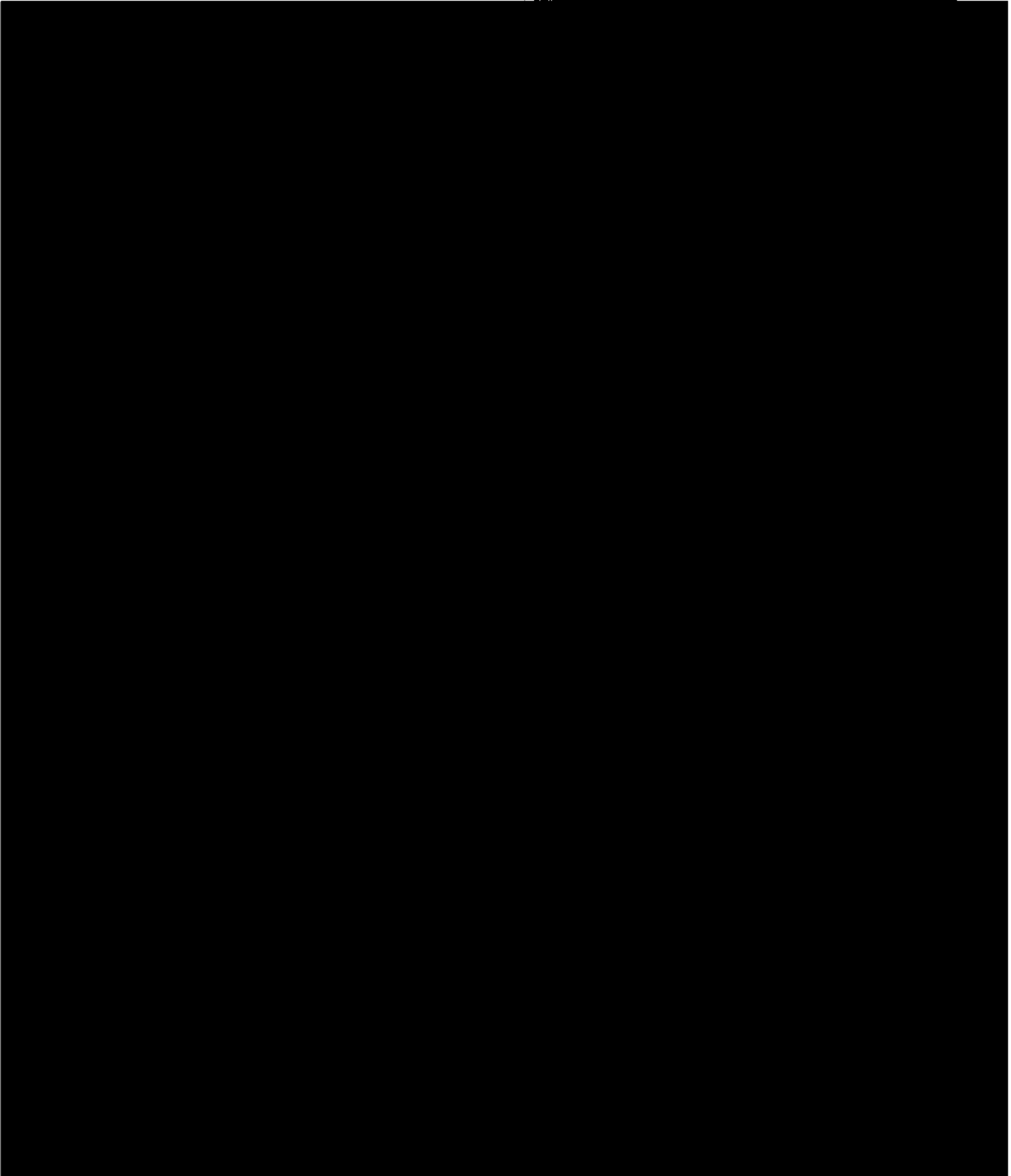
Senior Engineer: _____

Classification: _____

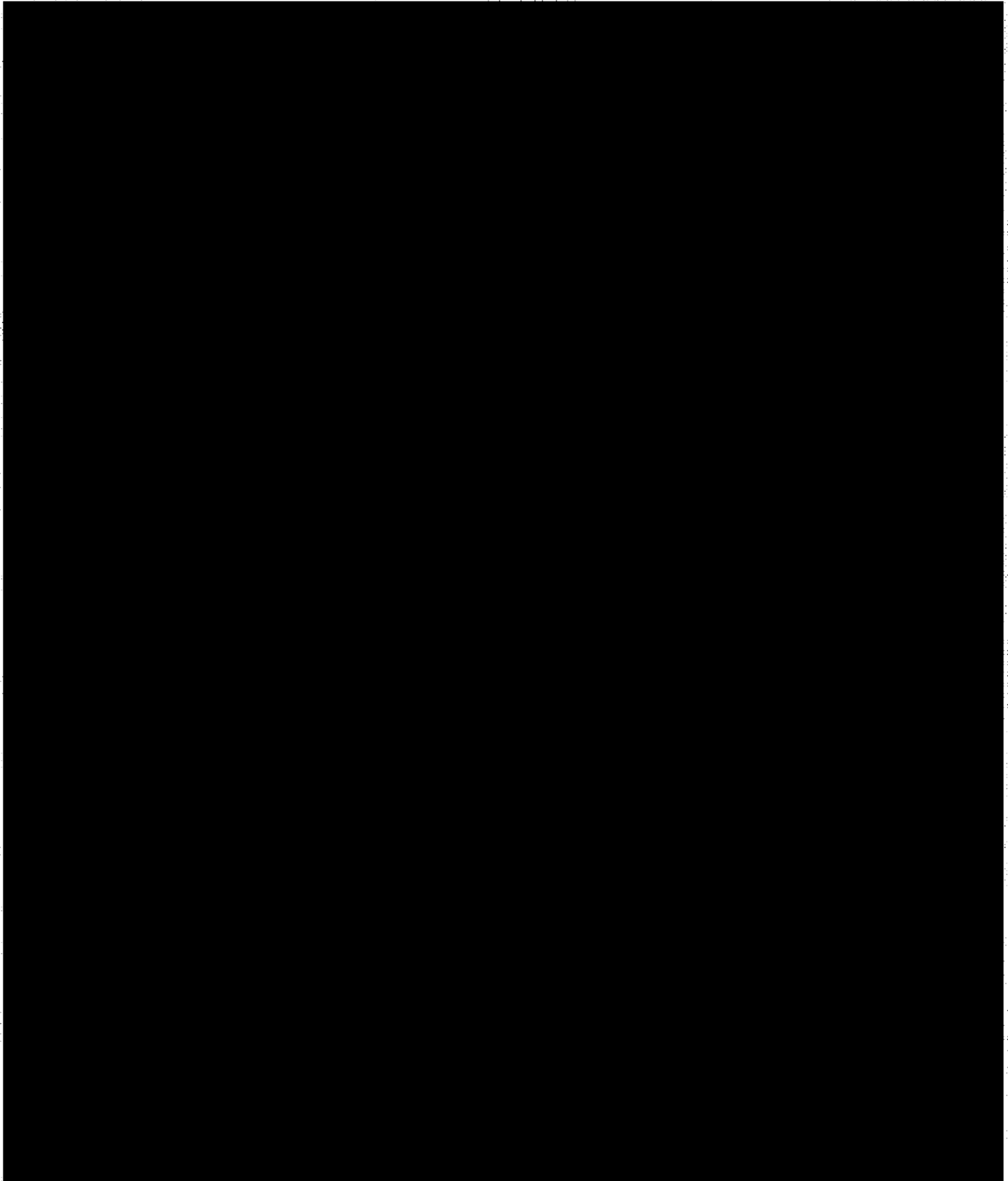
Others: _____

List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.



signal modernization with signal interconnect.



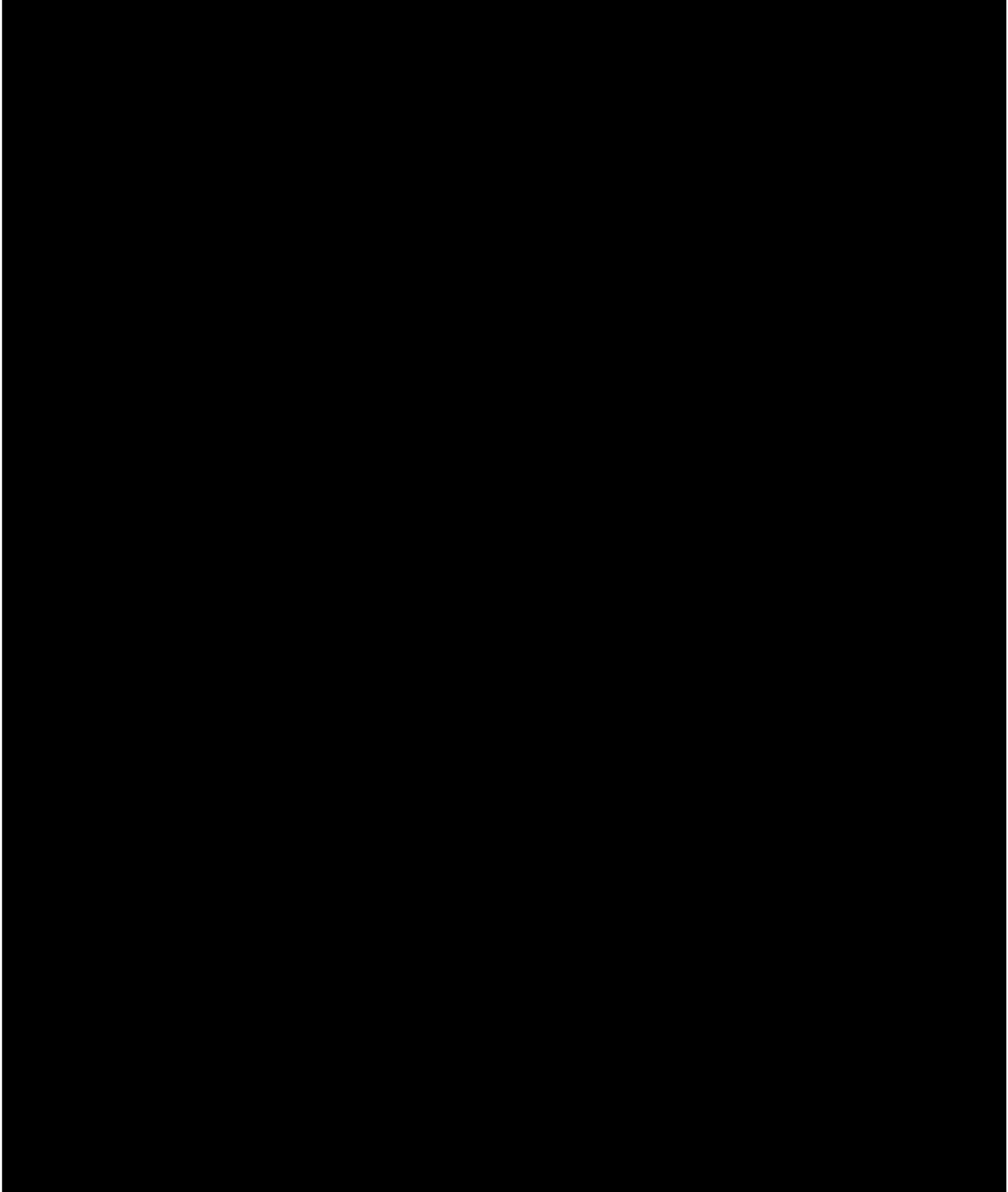


EXHIBIT F
CONTRACT 1 - 11 - 4014
SCOPE OF SERVICES

A. Design Corridor Management (DCM)

2. Design Reviews

- Design reviews for select disciplines for consistency with corridor-wide requirements and commitments

6. Agency Coordination

- Tollway and external agency coordination support related to design-phase activities

8. Utility Coordination

- EOWA Utility Master Plan management and update support
- Design Utility Report management and support for utility coordination with DSE's, Tollway, and utility owners
- Limited utility relocation coordination support during construction
- Facilitation of utility service connections

10. Construction Engineering Coordination

- Corridor-wide constructability review coordination and support
- Independent constructability reviews

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

1. Corridor Manual and Design Guidelines Updates

- EOWA Corridor Manual update support
- Lessons Learned inventory, documentation and communication support

2. Corridor-Wide Element Concept Design Updates

- EOWA Corridor-Wide Concept Plan management and update support (Signing); sign fabrication inventory management support

D. Task Order Requests

1. Task Order Services (\$1,420,000 Task D allocated budget)

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services.

I-11-4014

EXHIBIT G

CURRENT OBLIGATIONS FOR PROJECT

Knight E/A, Inc.

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-13-4623	IL 19 Interchange on the Elgin O'Hare Western Access (EOWA) Phase II	\$5,526,800	\$3,578,828	5/18
Sub to CH2M I-11-4014	Elgin-O'Hare Western Access Tollway, Design Corridor Manager	\$7,077,080	\$998,664	6/17
Sub to CH2M/V3 I-12-4082	Elgin-O'Hare Western Access, Phase III support services	\$40,000	\$602	12/16
Sub to CH2M/BLA I-14-4636	Elgin-O'Hare Western Access, Phase III support services	\$25,000	\$3,123	8/17
I-14-4191	I-90 (IL25 to IL72) Construction Management	\$10,106,664	\$5,520,305	4/19
I-11-4026	I-294 @ I-57 Corridor Management	\$16,848,331	\$91,338	3/16
I-13-4098	I-90 (IL72 to IL53) Construction Management	\$3,081,271	\$10,417	4/16
I-12-4045	On-Call Phase II	\$2,000,000	\$45,880	11/17

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Direct Labor</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td>Direct Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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Additional Services **	\$		-																		
Total this Subconsultant (ULC)		\$	-																		

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<hr/>		
Direct Labor			
Direct Costs			
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)		\$	-

6	<hr/>		
Direct Labor			
Direct Costs			
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)		\$	-

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Additional Services **			
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5	<hr/>		
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Direct Costs			
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)		\$	-

10	<hr/>		
Direct Labor			
Direct Costs			
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)		\$	-

** Additional services funds require prior authorization before use

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

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

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

Project Number: I-11-4014

Consultant: STV Incorporated

EXHIBIT A: ESTIMATED TASK WORK HOURS

TASK	MONTHS of YEAR 2017												TOTAL HOURS	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task A - DCM	38	38	39	39	39	39	39	39	39	39	39	39	39	466
Task B - Master/ Concept Design	56	56	56	56	56	56	56	56	56	56	56	56	56	672
Task C - PS&E														
Task D - Task Orders	35	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTALS	129	129	130	130	130	130	130	130	130	130	130	130	130	1558

- Notes:
- 1.) Use as many pages as required to show the entire schedule for this project.
 - 2.) The grand total of all hours shown on all Exhibit A forms must match the Total Estimated Work Hours on Exhibit C-3

Date Revised 04/09/12

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Engineering Tech V			64.77	
Engineering Tech V	Albert Bobby	59.54		No
Engineering Tech V	Edwin Muniz	70.00		No
Professional I			31.16	
Professional I	Eric Herbert	27.86		No
Professional I	Jason Comfort	30.36		No
Professional I	Kevin Qualiardi	29.22		No
Professional I	Luisnel Cuello	37.21		No
Professional II			37.95	
Professional II	Joseph Olson	35.55		No
Professional II	Joseph Serblin	40.34		No
Professional IV			47.52	
Professional IV	Patrick Bryant	46.72		No
Professional IV	Patrick McCluskey	46.81		No
Professional IV	Carlithe Layosa	49.04		No
Professional V			61.06	
Professional V	Joseph C. Traum	61.06		No
Professional VI			63.19	
Professional VI	Jeffrey Blind	57.81		No
Professional VI	John Clark	70.00		No
Professional VI	John Neu	55.53		No
Professional VI	Roger Winkelmann	70.00		No
Professional VI	Scott Benson	62.60		No
Professional VII			70.00	
Professional VII	Pascal G. Luciano	70.00		No
Professional VII	Paul Bobby	70.00		No
Professional VIII			70.00	
Professional VIII	Jean-Alix Peralte	70.00		No

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant: STV Incorporated

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS

SCHEDULED START DATE: 6/1/2016

RAISE DATE: 1/1/2017

PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date
6/1/2016	12/31/2016	1/1/2017	12/31/2017	1/1/2018	5/31/2018
7.0	12.0	24.0	24.0	5.0	24.0
24.0	24.0	24.0	24.0	24.0	60.0
29.17%	51.50%	22.10%			
Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period	Escalation Factor Fifth Period	Escalation Factor Sixth Period

The escalation factor for this project is: 102.77%

Project No. I-11-4014

Consultant: STV Incorporated

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate _____ X _____ \$ _____
Includes Tolls No. of Days

Mileage \$ 0.540 X _____ \$ _____
Mileage Rate No. of Miles
(Use mileage rate found at:

<http://www2.illinois.gov/cms/employees/travel/Pages/TravelReimbursement>;

TOTAL VEHICLE REIMBURSEMENT \$ _____

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here: \$ 3,305.60
http://www.illinoisstollway.com/documents/10157/36206/LG_TO_LLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS _____

Date Revised 04/09/12

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

Project No. I-11-4014

Consultant: STV Incorporated

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Jean-Alix Peralte, PE, PTOE

Classification: Professional VIII

Project Manager: Paul Bobby, PE

Classification: Professional VII

Project Engineer: Patrick Bryant, PE

Classification: Professional IV

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: _____

Classification: _____

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

Classification: _____

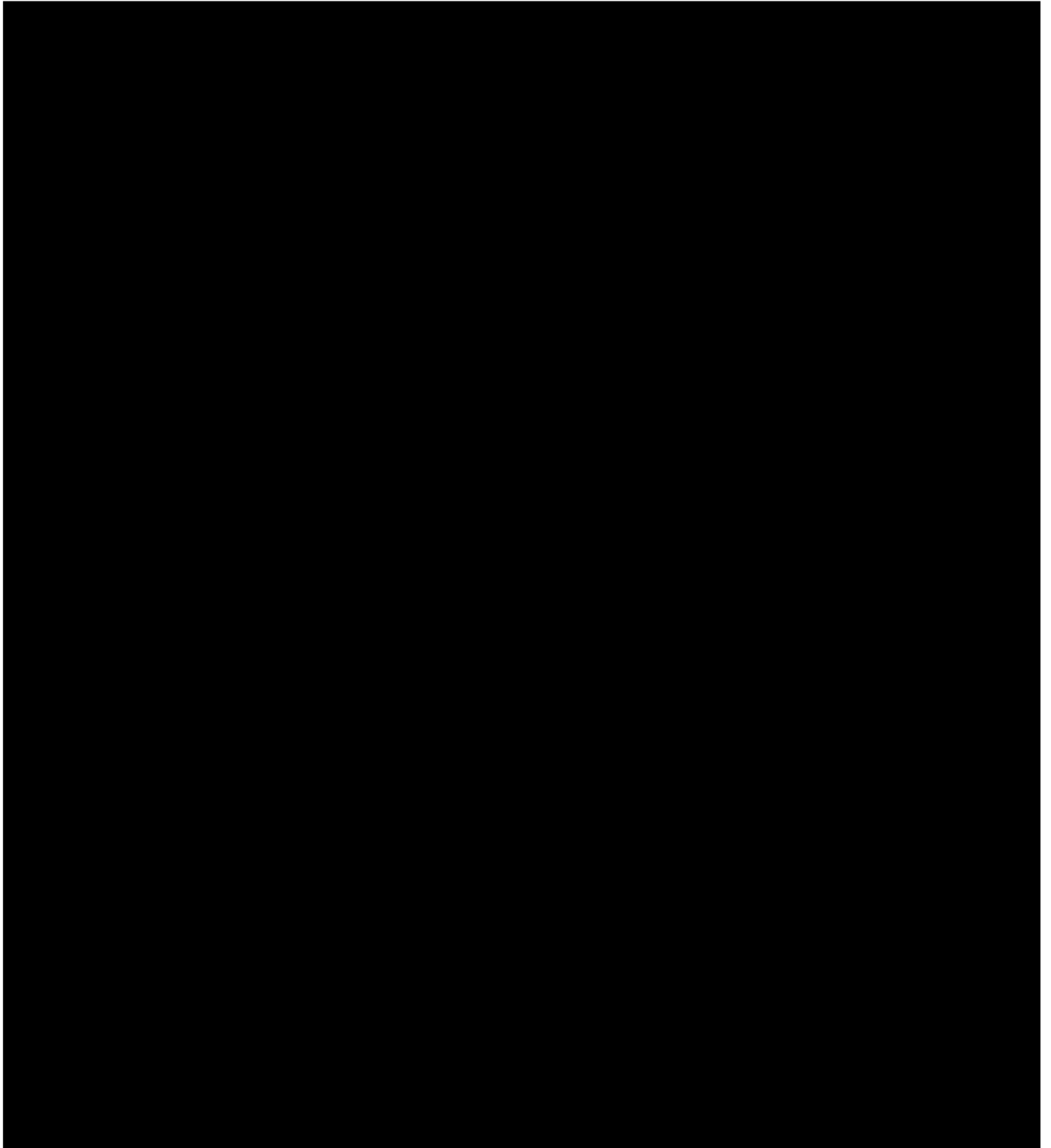
Others: _____

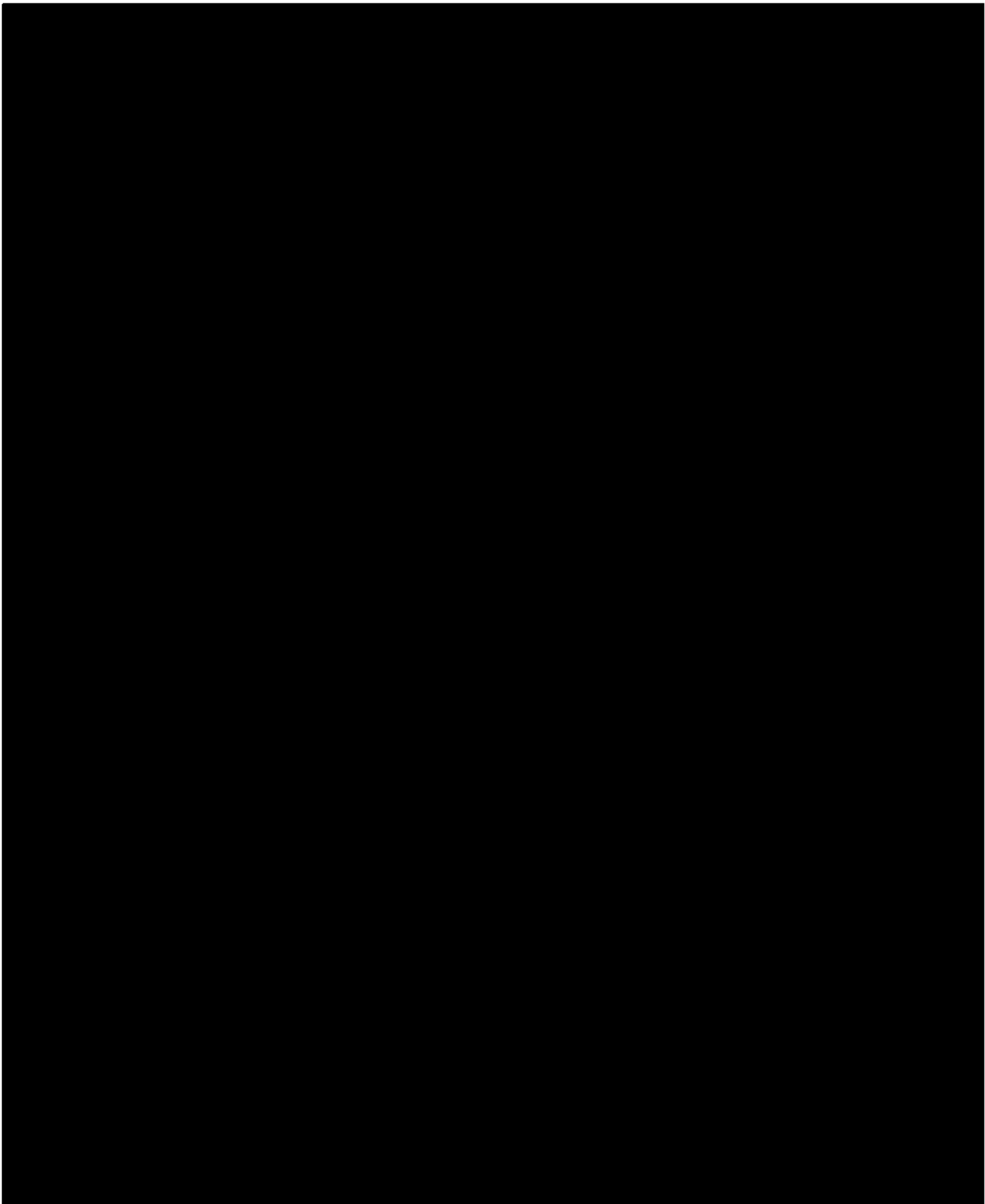
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

Jean-Alix Peralte, P.E., PTOE

Principle

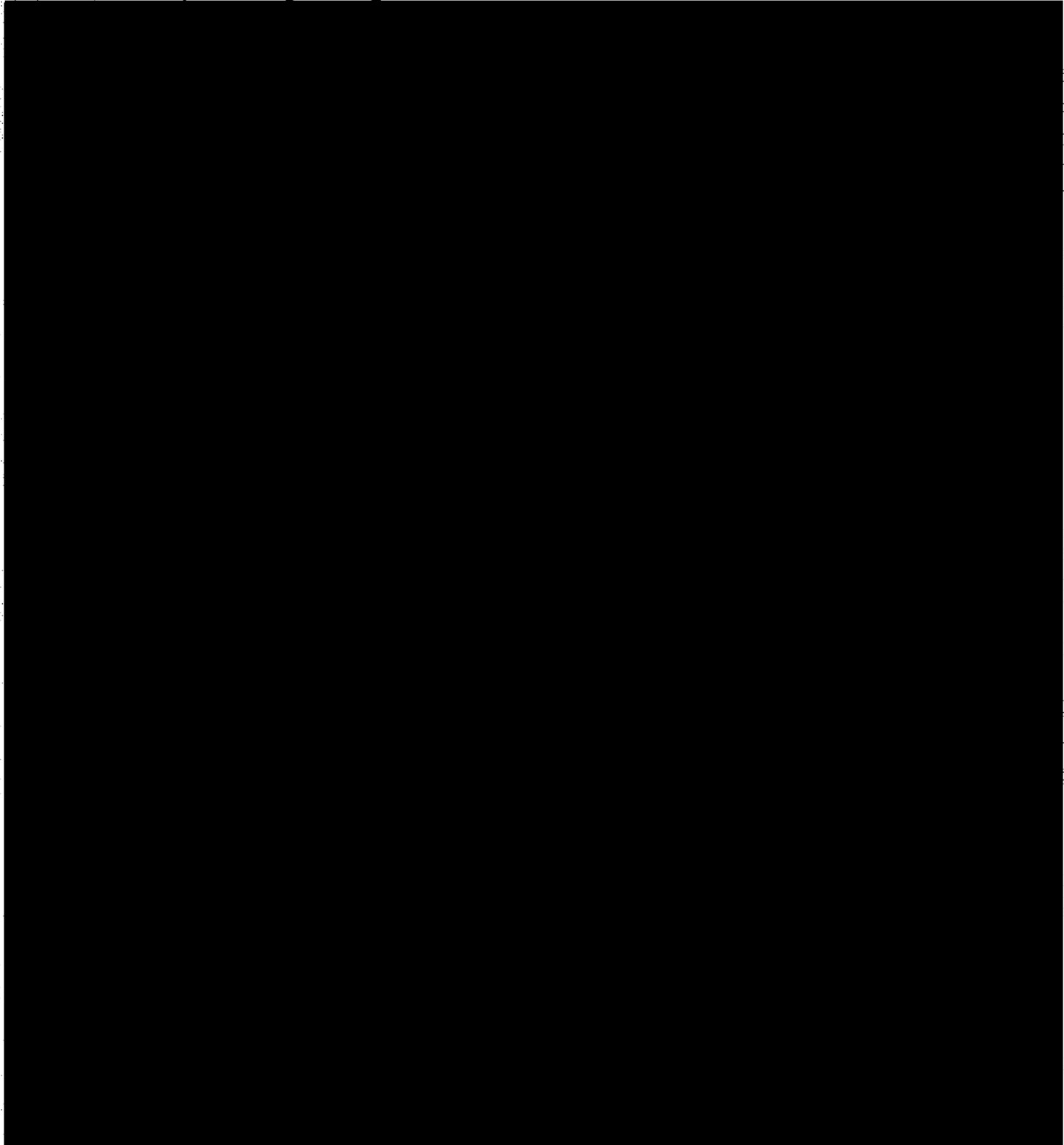


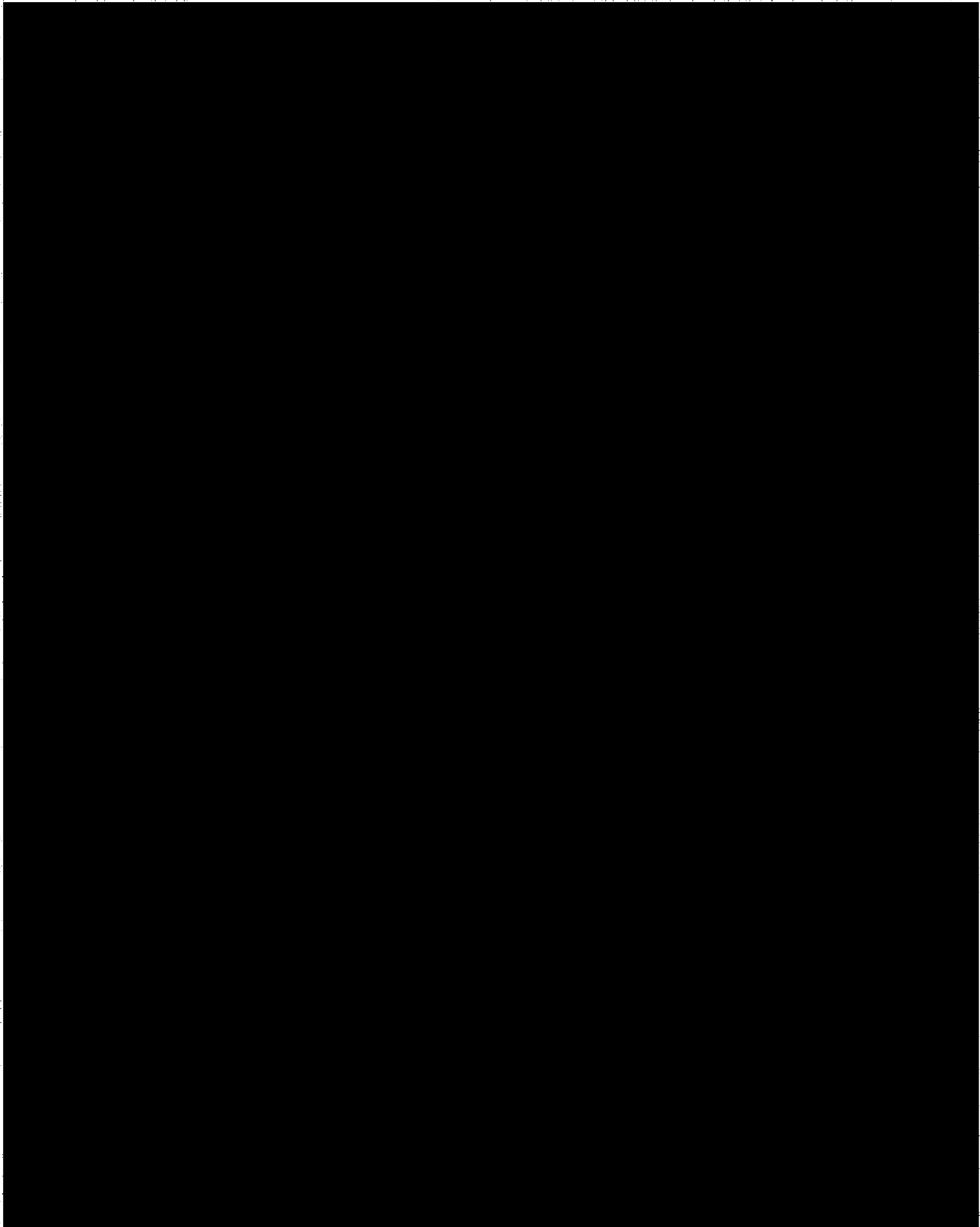


STV

Paul Bobby, P.E.

Project Manager, Freight Rail Coordinator

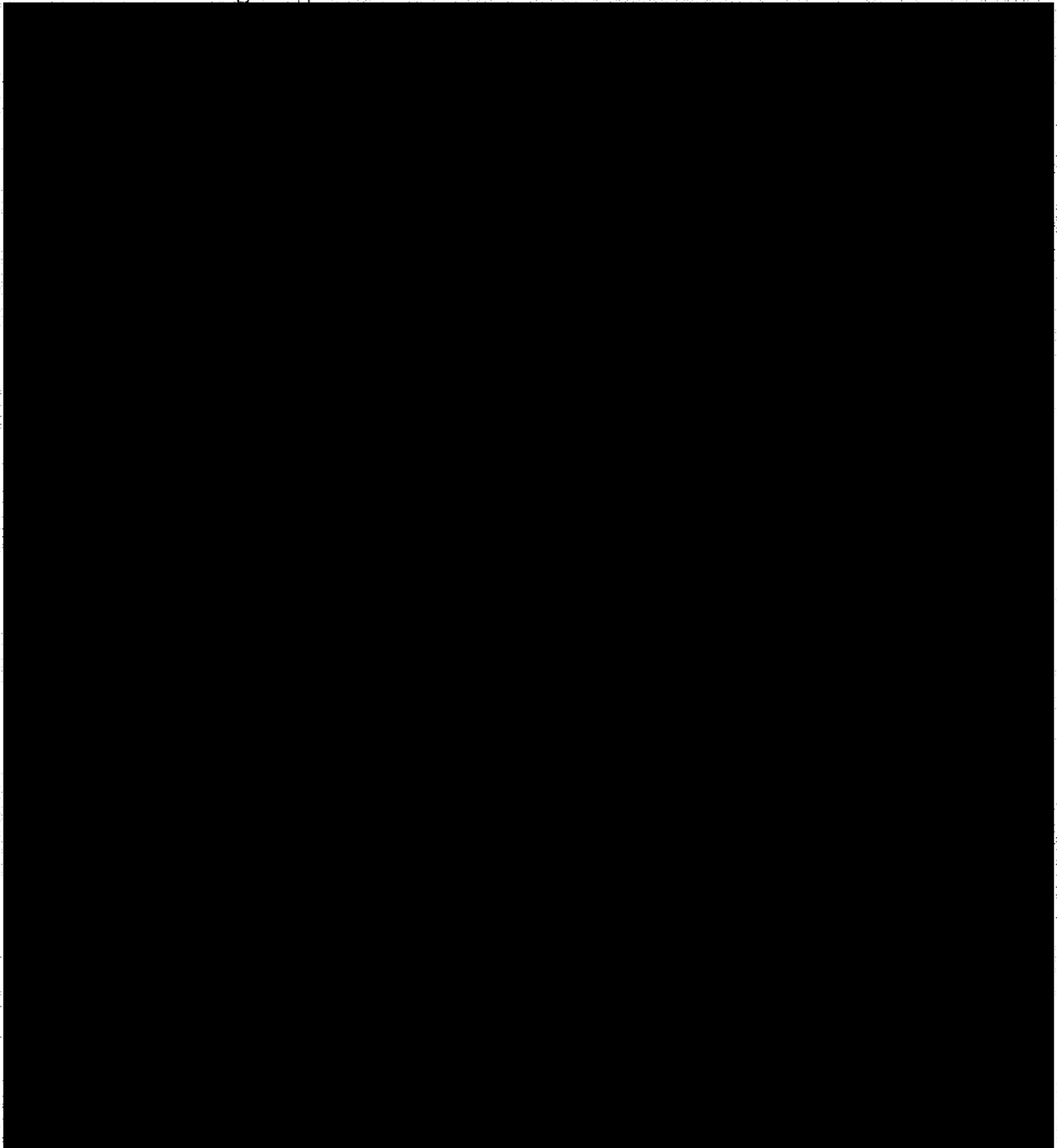




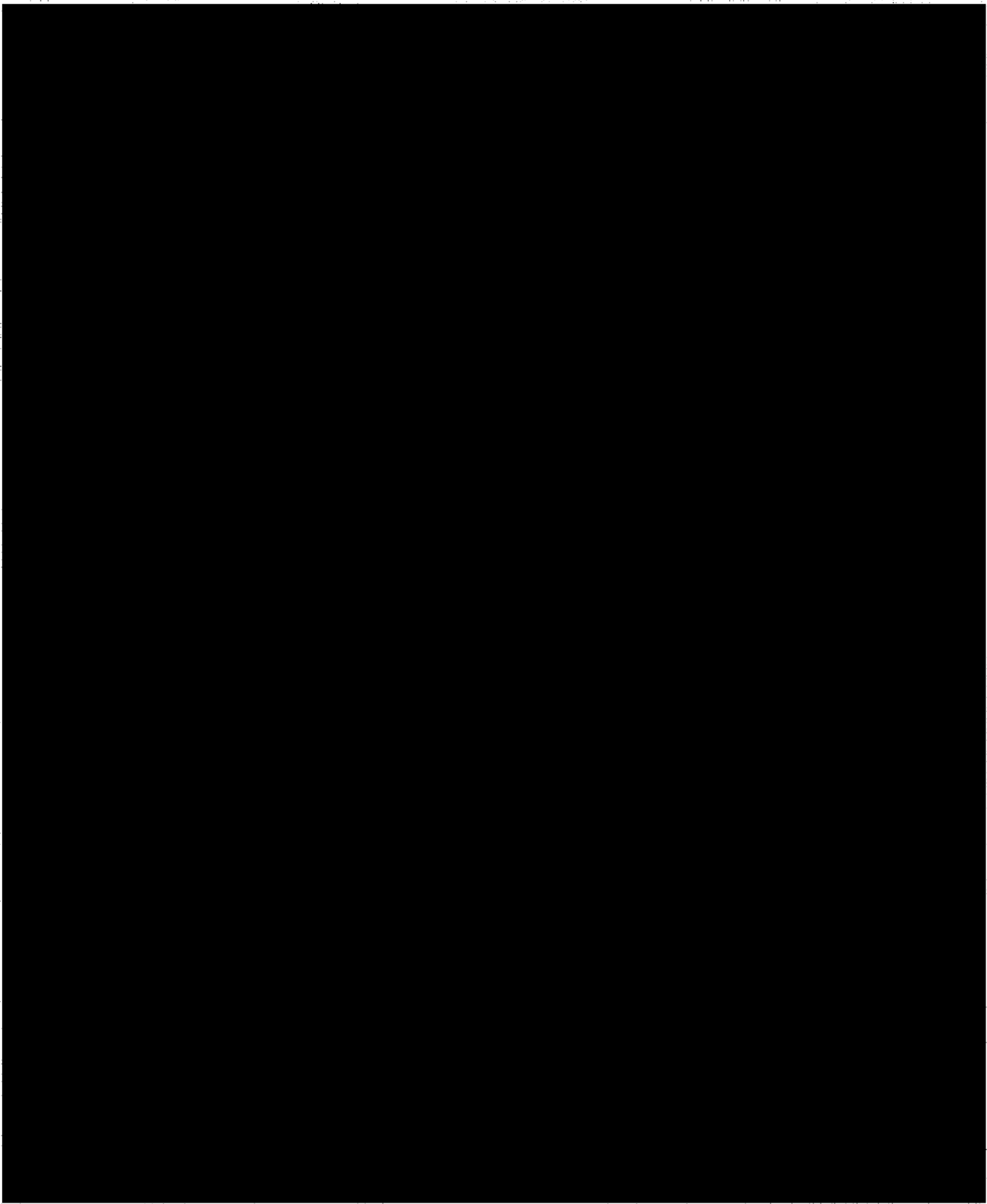
STV

Patrick Bryant, P.E.

Track Design Engineer



STV



STV

Exhibit F
Scope of Services
Contract I-11-4014
STV Incorporated

A. Design Corridor Management (DCM)

2. Design Reviews

- Design reviews for railroad interface locations for consistency with corridor-wide requirements and commitments

6. Agency Coordination

- Tollway and external agency coordination support related to design-phase activities

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

1. Corridor Manual and Design Guidelines Updates

- EOWA Corridor Manual update support
- Lessons Learned inventory, documentation and communication support

4. Agreements Support

- RR Agreement development and negotiation support

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services

EXHIBIT G

CONTRACT I-14-4014

(STV Incorporated)

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
<u>IL 31 (P-91-387-10)</u>	Phase I for 6 miles	2,000,000	25,000	10/16
<u>CDOT Loomis Bridge</u>	Phase II	250,000	250,000	12/16
<u>Tollway Elgin- O'Hare Bypass (I-11-4014)</u>	Phase I/Phase II	500,000	100,000	12/16
<u>CTA CM Services (CO7E1100483895)</u>	Construction Mgmt Task Order	20,000,000	2,000,000	5/16
<u>CDOT Grand Ave</u>	Phase II Design	975,000	300,000	12/16
<u>CDOT Van Buren</u>	Phase II Engineering	500,000	500,000	12/17
<u>I-14-4189, PSB 14-1, I-90 Fox River to Elgin Toll Plaza</u>	Construction Management	5,454,623	2000,000	12/16

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
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** Additional services funds require prior authorization before use

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

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

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

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____ 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;">Direct Labor</td> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 15%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td>Direct Costs</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Services by Others</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Additional Services **</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> </tr> <tr> <td>Total this Subconsultant (ULC)</td> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>	Direct Labor				Direct Costs				Services by Others				Additional Services **				Total this Subconsultant (ULC)		\$	-
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** Additional services funds require prior authorization before use

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

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

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

Project No. I-11-4014

Consultant: Primera Engineers, Ltd.

EXHIBIT B - FEE CALCULATIONS

A. DIRECT SALARY (without overtime)

Total Work Hours: 15,715.00
(From Exhibit C-3)

Total Dollars: \$ 663,174.00
(From Exhibit C-3)

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

2.80

DIRECT REGULAR SALARY TIMES MULTIPLIER

\$ 1,856,887.20

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT
(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 22,372.80

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ _____
(Do not including estimated additional services)

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ _____
(Do not including estimated additional services)

TOTAL SERVICES BY OTHERS \$ _____

D. ADDITIONAL SERVICES (prime and subconsultants)
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 1,879,260.00

Project No.: I-11-4014

Consultant:

Primera Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
Administrative	Matthew Dvorak	\$ 54.59	\$ 27.19	No
	Kendahle Artis	\$ 45.67		No
	Diana Laoang	\$ 38.57		No
	Thomas Keffler	\$ 34.81		No
	Quamrul Milky	\$ 33.65		No
	Oscar Rivera	\$ 33.65		No
	Angelica Henaio	\$ 32.56		No
	Michael Chin	\$ 32.43		No
	Michael Cooper	\$ 31.91		No
	Sharon Nadalin	\$ 31.25		No
	Elizabeth Fair	\$ 30.01		No
	Evelyn Harris-Kerr	\$ 29.98		Yes
	Antoinette Cirone	\$ 29.17		Yes
	Gilbert DaSilva	\$ 26.93		Yes
	Ana Bottecchia	\$ 25.96		No
	Anais Cetrone	\$ 25.00		No
	Neal Knapp	\$ 20.70		Yes
	Adri Arnelianovich	\$ 20.43		Yes
	Maribel Medina	\$ 20.29		Yes
	Sheryl Fonner	\$ 18.82		Yes
Evan Albeck	\$ 18.54		Yes	
Zachary Nicholas	\$ 18.00		Yes	
Andray Reynolds	\$ 18.00		No	
Carly Thomas	\$ 16.50		Yes	
Charles Blair	\$ 16.00		No	
Junzhe Dai	\$ 16.00		Yes	
Nathan Hinz	\$ 15.00		Yes	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant:

Primer Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)		Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Architect 2	Meena	Nijhawan	\$ 31.25	\$ 28.65	No
	Jacob	Oostema	\$ 26.04		No
Architect 4	Jill	Delchmann	\$ 42.83	\$ 42.83	No
Designer 1	Dawn	Kraklio	\$ 43.28	\$ 27.31	No
	Robert	Shively	\$ 41.00		No
	Timothy	Ganatos	\$ 35.88		No
	Paul	Casperson	\$ 27.95		No
	Brandon	Murphy	\$ 27.88		No
	Daniel	Voss	\$ 25.48		No
	Miguel	Alvarez	\$ 22.00		No
	Yuriko	Kivela	\$ 20.09		No
	Jennifer	James	\$ 20.00		Yes
	Gabriel	Chanez	\$ 18.90		Yes
	Sara	Fern	\$ 18.00		Yes
Designer 2	Ellis	Jones	\$ 65.88	\$ 37.49	No
	Francis	Fallico	\$ 37.15		No
	William	Brindl	\$ 36.97		Yes
	Louis	DeAlba	\$ 33.49		Yes
	Laura	Wand	\$ 33.38		No
	Charles	Forsythe	\$ 32.21		No
	Joshua	Catanzaro	\$ 31.25		No
	Alison	Patterson	\$ 29.48		No
Designer 3	Krisanne	Kotowski	\$ 44.88	\$ 38.75	No
	Mark	Evelt	\$ 43.26		No
	Ronald	Ruffie	\$ 43.26		No
	Todd	DeTamble	\$ 43.08		No
	Evan	Schroeder	\$ 38.47		No
	Robert	Zink	\$ 38.47		No
	Martin	Leeson	\$ 32.60		No
	Jaime	Sotelo	\$ 26.00		Yes

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- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant:

Primera Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? (Yes' or 'No')
Designer 4	Daniel Thul	\$ 43.29	\$ 42.41	No
	Diane Bowen	\$ 41.52		No
Engineer 1	Marcus Willerscheidt	\$ 33.65	\$ 28.04	No
	Alina Sulici	\$ 33.11		No
	Achila Jayasuriya	\$ 32.67		No
	Stephen Carniello	\$ 31.73		No
	Jiehua Zhen	\$ 31.25		No
	Douglas Keppy	\$ 30.96		No
	Maura Lakowski	\$ 30.42		No
	Paul Koc	\$ 29.10		No
	Robert Hernandez	\$ 28.86		No
	Taylor Allen	\$ 28.85		No
	Jonathan Dagdagan	\$ 28.85		No
	Michael Deufel	\$ 28.85		No
	Alyssa Kelly	\$ 28.85		No
	Almir Khabiboulline	\$ 28.85		No
	Hal Lin	\$ 28.85		No
	Joshua Stull	\$ 28.85		No
	Jack Rice	\$ 26.01		No
	Robert Shields	\$ 27.73		No
	Qing Zhang	\$ 27.23		No
	Miguel Perazchica	\$ 26.90		No
Adam Wright	\$ 26.77		No	
Daniel Dutton	\$ 26.44		No	
Andrew Herrreiter	\$ 25.96		No	
Milja Pekic	\$ 25.26		No	
Milos Todorovic	\$ 18.00		No	
Joseph Near	\$ 13.00		No	

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- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)		Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Engineer 2	Kamentha	Pillay	\$ 42.31	\$ 36.16	No
	Melissa	McFeters	\$ 41.97		No
	Hareet	Kaikini	\$ 40.99		No
	Josh	Schafer	\$ 40.87		No
	Mallory	Schaus	\$ 40.81		No
	Farshid	Behzadi	\$ 39.42		No
	John	Fetter	\$ 38.25		No
	Bartholomew	Lazarczyk	\$ 37.17		No
	Chad	Dillavou	\$ 37.03		No
	Matt	Villanueva	\$ 36.65		No
	Abdul	Mohammed	\$ 36.54		No
	Elmer	Salame	\$ 36.10		No
	Madhumitha	Ravindhiran	\$ 36.06		No
	Monica	Simonl	\$ 35.83		No
	Francis	Zurek	\$ 35.32		No
	Viktor	Terziysky	\$ 34.22		No
	John	Moran	\$ 33.65		No
	Emily	Smith	\$ 33.63		No
	Anthony	Stoiber	\$ 33.41		No
	Mariusz	Klimek	\$ 33.10		No
Jonathan	Briars	\$ 32.46		No	
Michael	Zelisko	\$ 32.46		No	
Gustavo	Zarazua	\$ 32.34		No	
Joseph	DIVito	\$ 32.21		No	
Qudisia	Khan	\$ 31.25		No	

* Exhibit C-1 is a comprehensive list of classifications of company employees.

- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)		Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Engineer 3	Roman	Frid	\$ 91.67	\$ 49.97	No
	Juan	Campos	\$ 55.29		No
	Harshil	Shah	\$ 48.68		No
	John	Palasz	\$ 48.59		No
	Robert	Steinmetz	\$ 47.08		No
	Scott	Kuyken	\$ 45.19		No
	Kenneth	Behling	\$ 45.00		No
	Marc	Jach	\$ 44.75		No
	Scott	Baron	\$ 43.58		No
	Jonathan	Loo	\$ 43.52		No
	Dawn	Cosentino	\$ 43.51		No
	M.	Monostori	\$ 42.79		No
	Engineer 4	Z.	Zhang	\$ 68.42	\$ 53.97
Mohammad		Husain	\$ 61.75		No
Alexander		Uman	\$ 60.10		No
Jerrick		Simbol	\$ 57.23		No
Mark		Johnson	\$ 52.37		No
Scott		VanDerAa	\$ 51.99		No
John		Antonoglu	\$ 51.85		No
Jason		DeRosa	\$ 51.25		No
John		Fehlberg	\$ 51.25		No
Frank		Moccio	\$ 51.25		No
Debrah		Stelmel-Clair	\$ 51.20		No
Bryan		Knowles	\$ 51.01		No
Jaime		Milla	\$ 50.75		No
Rina		Vidri	\$ 49.75		No
Amanda		Beck Larkin	\$ 49.33		No

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- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant:

Primera Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)		Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Principal	Pedro	Cevallos-Candau	\$ 172.20	\$ 172.20	No
	Michael	DeSantiago	\$ 172.20		No
Project Coordinator	Aaron	Byczko	\$ 41.92	\$ 31.00	No
	Colleen	Collins	\$ 38.43		No
	Roseann	Marra	\$ 38.16		Yes
	Kimberly	Kosmas	\$ 32.69		No
	Katherine	Morris	\$ 30.29		No
	Ashley	Carlson	\$ 27.84		No
	Everardo	Lara	\$ 25.32		No
	Patricia	Moore	\$ 23.23		No
	Tiffany	Oskvarek	\$ 21.08		Yes
	Project Manager	Craig	Anderson	\$ 72.44	\$ 55.10
Adam		Rehfeld	\$ 63.93		No
Michael		Ewers	\$ 60.47		No
Doyle		Tuist	\$ 60.10		No
Mary Jo		Mullen	\$ 59.68		No
James		Dombrowski	\$ 59.42		No
Robert		Deming	\$ 58.86		No
Jaimie		Wilson	\$ 58.65		No
Eduardo		DeSantiago	\$ 58.40		No
Lindsay		Zanders	\$ 58.37		No
Sven		Flodstrom	\$ 57.69		No
Edward		Golob	\$ 55.00		No
Josh		Greenfield	\$ 54.68		No
Adam		Stribling	\$ 54.52		No
Derek		Wojtowicz	\$ 54.32		No
Monica		Walker	\$ 53.94		No
Louis	Ori	\$ 53.58		No	
Rahul	Chatterjea	\$ 51.99		No	
Melissa	Helphingstine	\$ 51.74		No	
Erin	Lowery	51.74		No	

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- (3) Use as many sheets as necessary to show classifications.

Project No.: I-11-4014

Consultant:

Primera Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-1: COMPANY EMPLOYEE CLASSIFICATION LIST

Classification	Name (SEE NOTE 1 BELOW)	Current Hourly Rate	Classification Average Rate (SEE NOTE 2 BELOW)	Eligible for Prem. OT? ('Yes' or 'No')
Project Manager (con't)	Steven Ori	\$ 51.50		No
	William Taylor	\$ 50.94		No
	Michael Hanke	\$ 48.70		No
	Michael Andrew	\$ 47.12		No
	Brandon Pejskar	\$ 45.09		No
	Annemarie Martin	\$ 39.61		No
Senior Project Manager	Mary O'Toole	\$ 108.94	\$ 75.44	No
	Judy Mast	\$ 91.35		No
	Ted Lachus	\$ 88.98		No
	Erin Inman	\$ 86.72		No
	Robert Smith	\$ 85.88		No
	Kenneth Panucci	\$ 83.89		No
	David Tufte	\$ 78.89		No
	Theodore Georgas	\$ 76.45		No
	Alan Wozniak	\$ 75.00		No
	Michael Belczak	\$ 73.19		No
	Edward Tirakian	\$ 66.20		No
	Rosa Lazebnik	\$ 65.93		No
	Lourdes Gonzalez	\$ 65.44		No
	Andrew Sebescak	\$ 65.00		No
	Mary Finkl	\$ 59.13		No
	Brad Minnick	\$ 56.25		No
David Hansen	\$ 55.29		No	
Senior Technician	Juan Hernandez	\$ 42.86	\$ 32.89	No
	Christopher Plsarczyk	\$ 34.82		No
	Steven McCleary	\$ 31.73		No
	Grace Wielich	\$ 31.25		Yes
	Ronald Ciesla	\$ 24.00		Yes

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- (1) List all Employees located in your company's Illinois office(s) by classification. Out of state employees to be used on this project should be included.
- (2) Divide the sum of the "CURRENT HOURLY RATES" for all employees in a classification by the number of employees in that classification.
- (3) Use as many sheets as necessary to show classifications.

Date Revised 04/09/12

Page 1 of 1

Project No.: J-11-4014 Consultant: Primera Engineers, Ltd.

Date: 4/7/2016

EXHIBIT C-2: PAYROLL CLASSIFICATION ESCALATION TABLE

CONTRACT TERM: 24 NO. OF MONTHS
 SCHEDULED START DATE: 6/1/2016
 RAISE DATE: 4/1/2017
 PERCENT OF RAISE: 3%

ESCALATION PER YEAR

Date	Date	Date	Date	Date	Date	Date
6/1/2016	3/31/2017	4/1/2017	3/31/2018	4/1/2018	5/31/2018	-
10.0	12.0	24.0	24.0	24.0	24.0	60.0
41.67%	51.50%	8.84%	Escalation Factor First Period	Escalation Factor Second Period	Escalation Factor Third Period	Escalation Factor Fourth Period
						Escalation Factor Fifth Period
						Escalation Factor Sixth Period

The escalation factor for this project is: 102.01%

Project No.: I-11-4014

Consultant: Primera Engineers, Ltd.

Date: 4/7/2016

Total Escalation Factor from C-2:

102.01%

EXHIBIT C-3: DIRECT LABOR CALCULATION

Classification (From Exhibit C-1)	(1) Current Average Hourly Rate (From Ex. C-1) SEE NOTE 1 BELOW	(2) Escalated Average Hourly Rate SEE NOTE 2 BELOW	(3) Estimated Work Hours (Including Overtime)	Direct Labor Extension (Col. 2 x Col. 3)
Administrative	\$27.19	\$27.74	2,985.00	\$ 82,804.00
Architect 2	\$26.65	\$27.18		
Architect 4	\$42.83	\$43.69		
Designer 1	\$27.31	\$27.86		
Designer 2	\$37.49	\$38.24		
Designer 3	\$38.75	\$39.53		
Designer 4	\$42.41	\$43.26		
Engineer 1	\$28.04	\$28.60	2,350.00	\$ 67,210.00
Engineer 2	\$36.16	\$36.89	2,350.00	\$ 86,692.00
Engineer 3	\$49.97	\$50.97	2,350.00	\$ 119,780.00
Engineer 4	\$53.97	\$55.05	2,000.00	\$ 110,100.00
Principal	\$70.00	\$70.00	315.00	\$ 22,050.00
Project Coordinator	\$31.00	\$31.62		
Project Manager	\$55.10	\$56.21	1,650.00	\$ 92,747.00
Senior Project Manager	\$70.00	\$70.00	800.00	\$ 56,000.00
Senior Technician	\$32.89	\$33.55	305.00	\$ 10,233.00
Technician 1	\$23.97	\$24.45	305.00	\$ 7,457.00
Technician 2	\$26.04	\$26.56	305.00	\$ 8,101.00

Total Estimated Work Hours: 15,715.00
Must Match Exhibit A

Total Direct Labor: \$ 663,174.00

Average Hourly Rate: \$ 42.20

(1) Average Hourly Rate per classification from C1. Hard enter this number. **DO NOT** insert a formula.

* Average Hourly Rates cannot exceed applicable salary caps.

(2) Current Average Hourly Rate x Escalation Factor. No escalation factor is allowed for employees at or above the salary cap rate

EXHIBIT D

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

A. VEHICLE REIMBURSEMENT

Daily Rate \$ 65.00 X 100 \$ 6,500.00
Includes Tolls No. of Days

Mileage \$ 0.540 X 1,000 \$ 540.00
Mileage Rate No. of Miles

(Use mileage rate found at:

<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement>

TOTAL VEHICLE REIMBURSEMENT \$ 7,040.00

B. ALLOWABLE DIRECT COSTS - Enter the total budget of items from the attached Allowable Direct Costs list here:

http://www.illinoistollway.com/documents/10157/36206/LG_TOLLWAY_XX_ALLOWABLEDIRECTCOSTS_08012008.PDF

\$ 13,927.80

C. ITEMIZED DIRECT COSTS - For any expense not included in the Allowable Direct Costs list, written permission must be received from the Chief Engineer prior to its inclusion. List those below:

DIRECT COST CATEGORY

TOTAL ITEMIZED DIRECT COSTS _____

ALLOWABLE DIRECT COSTS

10.01.2013

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

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

ALLOWABLE DIRECT COSTS

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

EXHIBIT D (Continued)

REIMBURSABLE DIRECT COSTS - WORKSHEET ESTIMATES

D. PREMIUM OVERTIME

Classification	Estimate of Overtime Hours	Escalated Hourly Rate (Premium Portion Only) (SEE NOTE 1 BELOW)	Premium Overtime Dollars (Hours x Rate)
Administrative	25.00	\$13.87	\$ 347.00
Designer 1	0.00	\$13.93	
Designer 2	0.00	\$19.12	
Designer 3	0.00	\$19.77	
Project Coordinator	0.00	\$15.81	
Senior Technician	25.00	\$16.78	\$ 420.00
Technician 1	25.00	\$12.23	\$ 306.00
Technician 2	25.00	\$13.28	\$ 332.00

TOTAL PREMIUM OVERTIME \$ 1,405.00

(1) Premium portion is equal to 1/2 of the escalated average hourly rate for the classification. This number is to be hard entered. DO NOT enter a formula

Project No. I-11-4014

Consultant: Primera Engineers, Ltd.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: Pedro Cevallos-Candau

Classification: Principal

Project Manager: Ted Lachus

Classification: Senior Project Manager

Project Engineer: _____

Classification: _____

Resident Engineer: _____

Classification: _____

Documentation Engineer: _____

Classification: _____

Project Civil Engineer: _____

Classification: _____

Project Structural Engineer: Theodore Georgas

Classification: Senior Project Manager

Project Drainage Engineer: _____

Classification: _____

Senior Engineer: _____

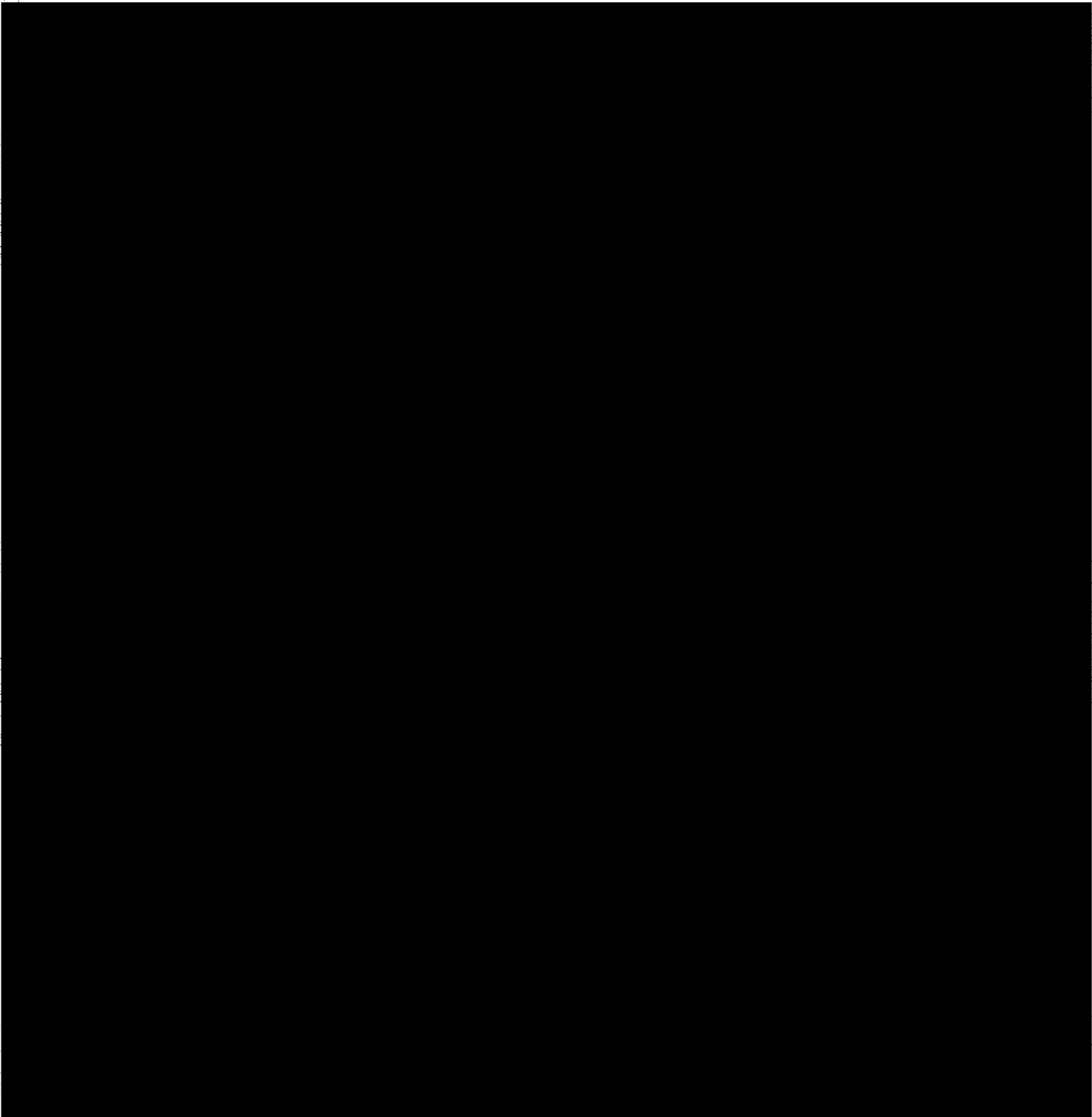
Classification: _____

Others: _____

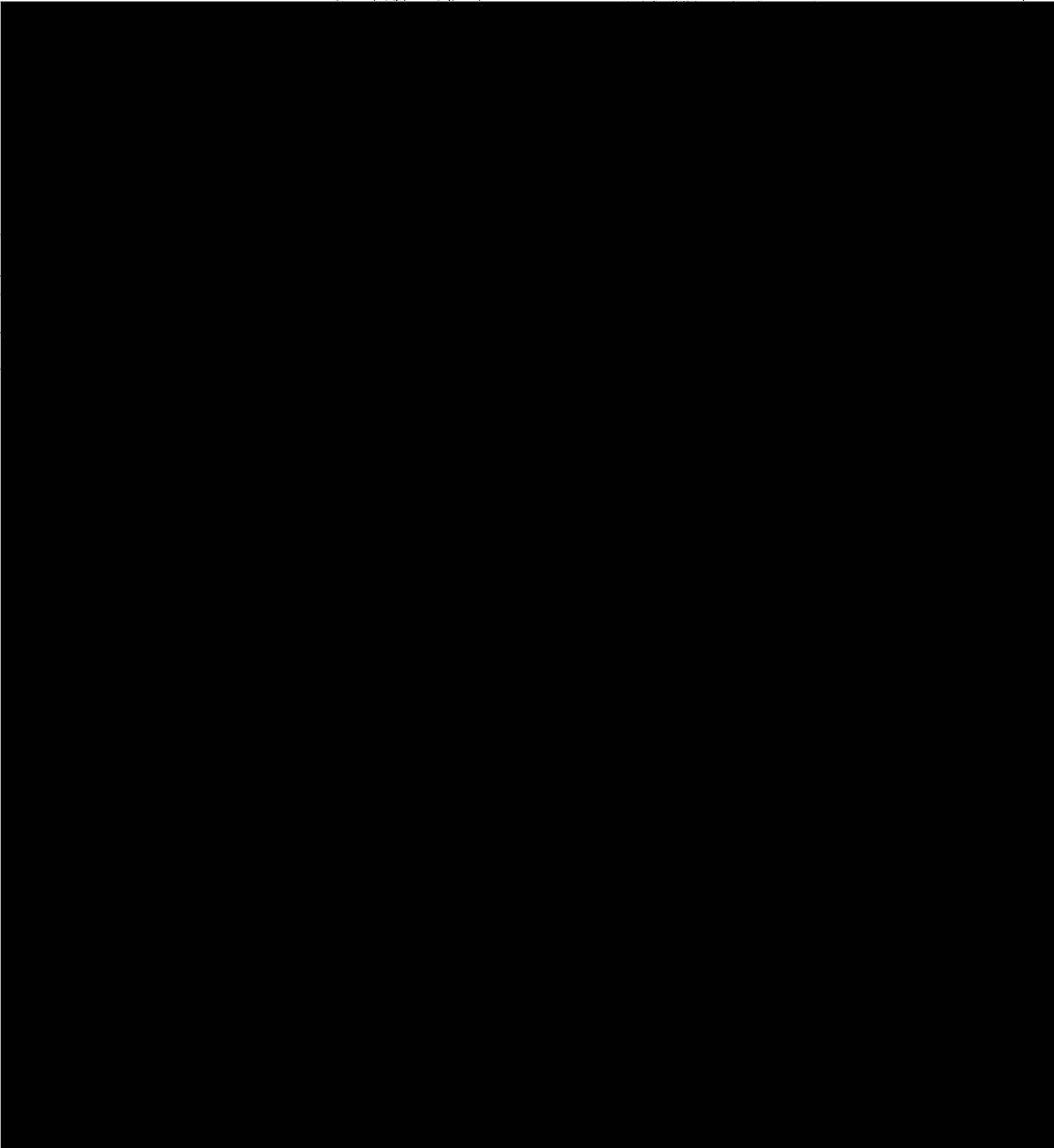
List all key personnel titles that are applicable to this project.

Attach resumes of all key personnel; Names on resumes must match exactly as they appear here.

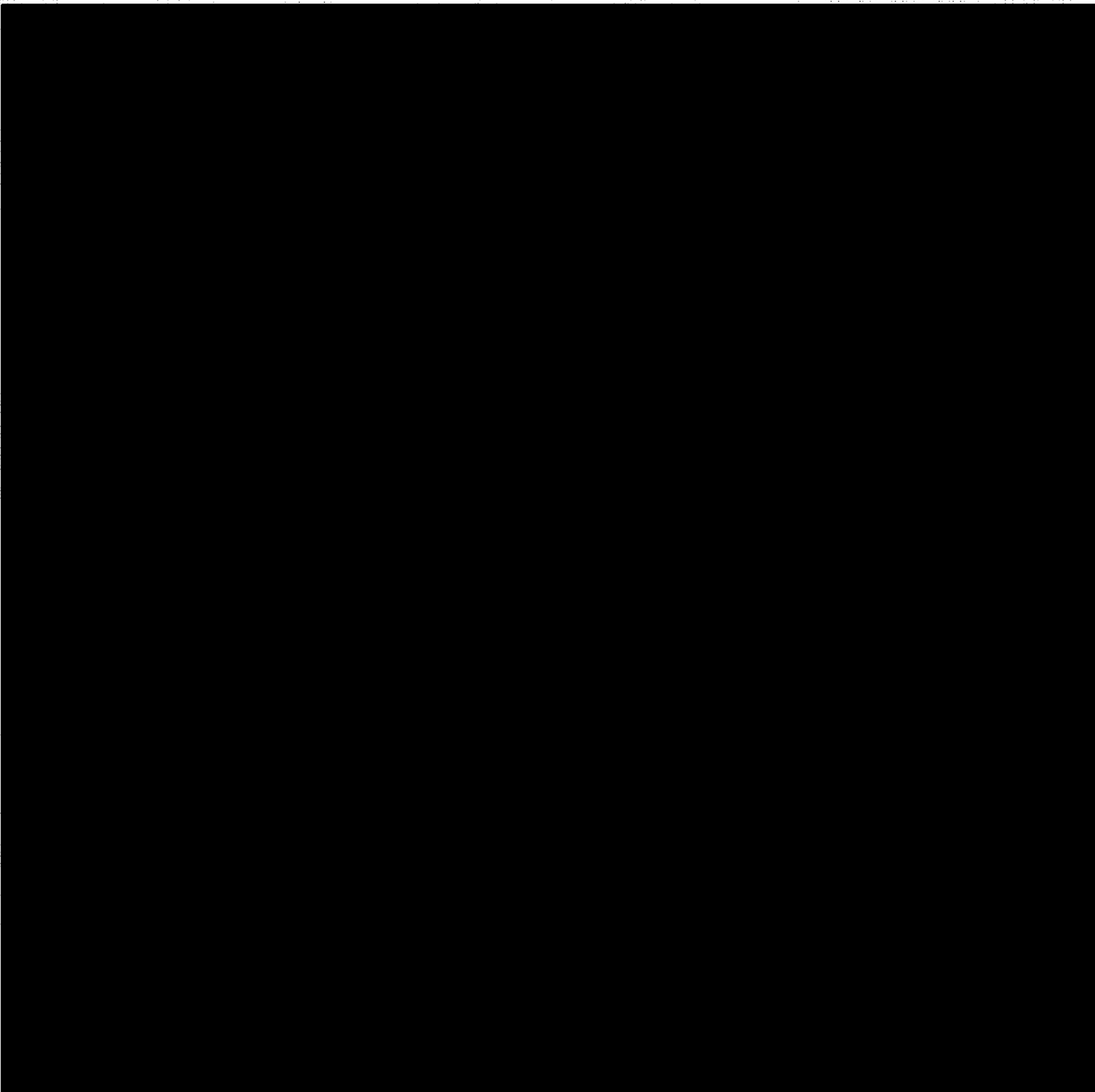
Pedro Cevallos-Candau, PH.D., PE, CO-CEO AND EXECUTIVE VICE PRESIDENT



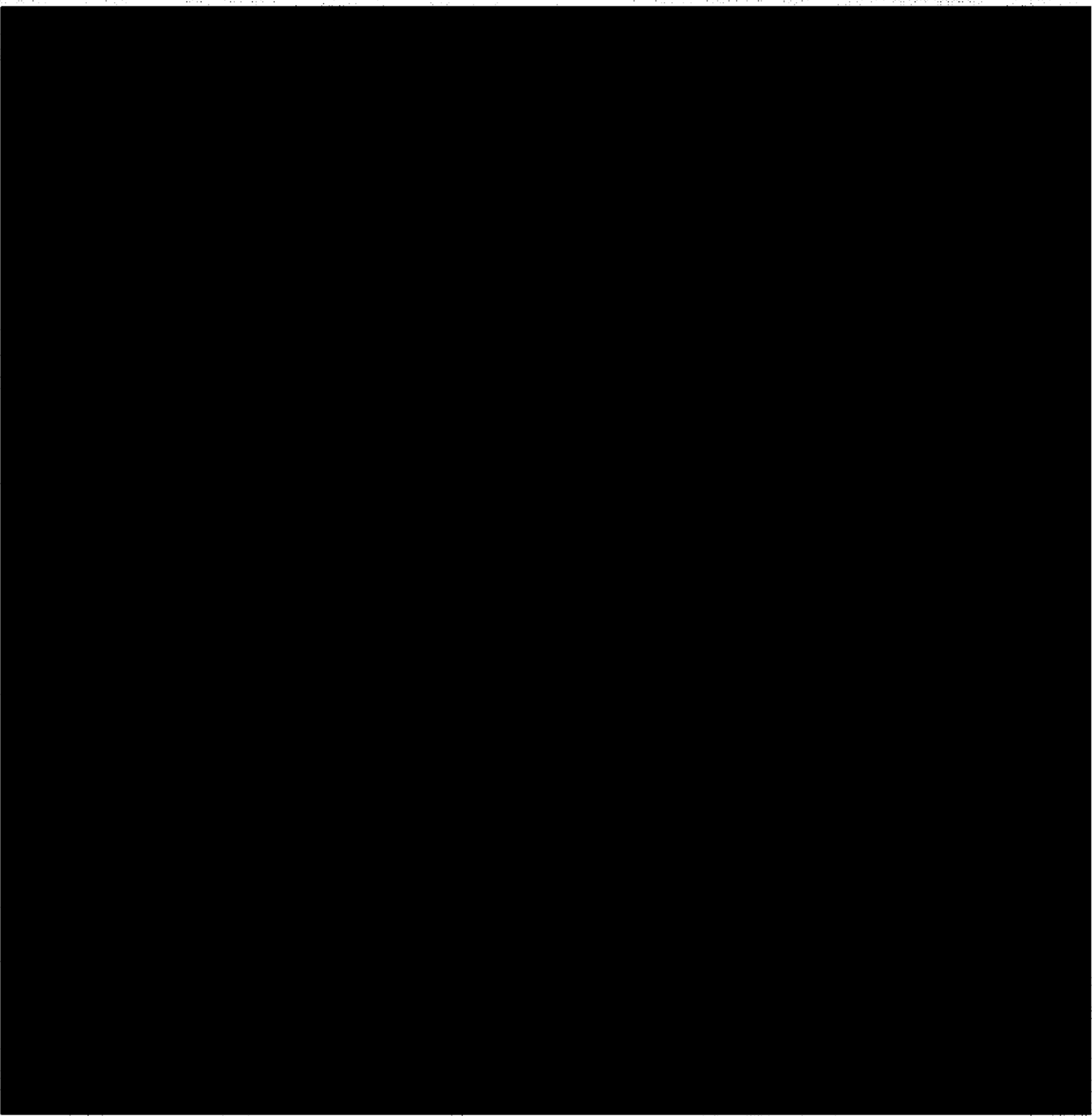
PRIMERA ENGINEERS, LTD.



Ted Lachus, PE, SENIOR VICE PRESIDENT

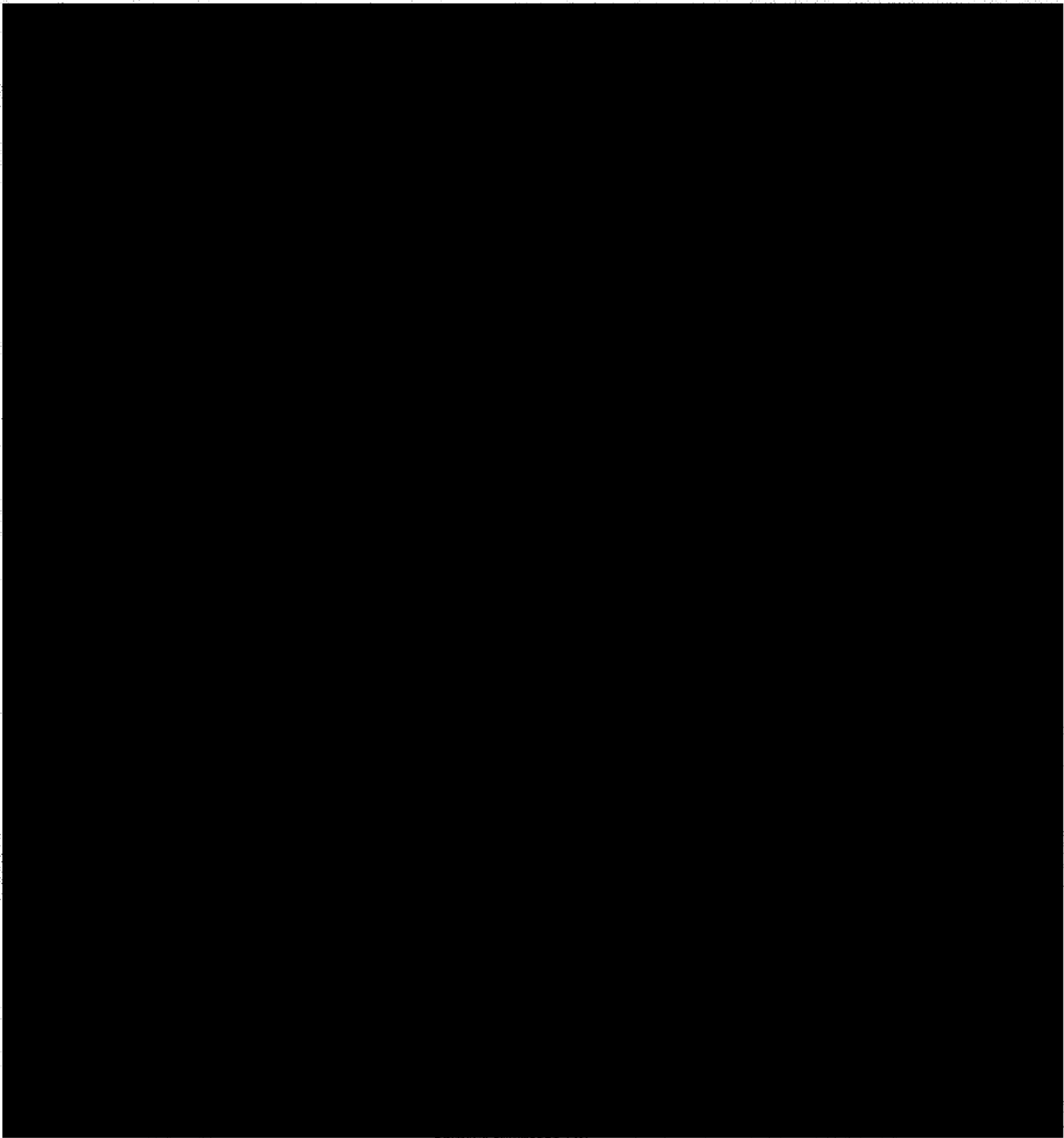


PRIMERA ENGINEERS, LTD.

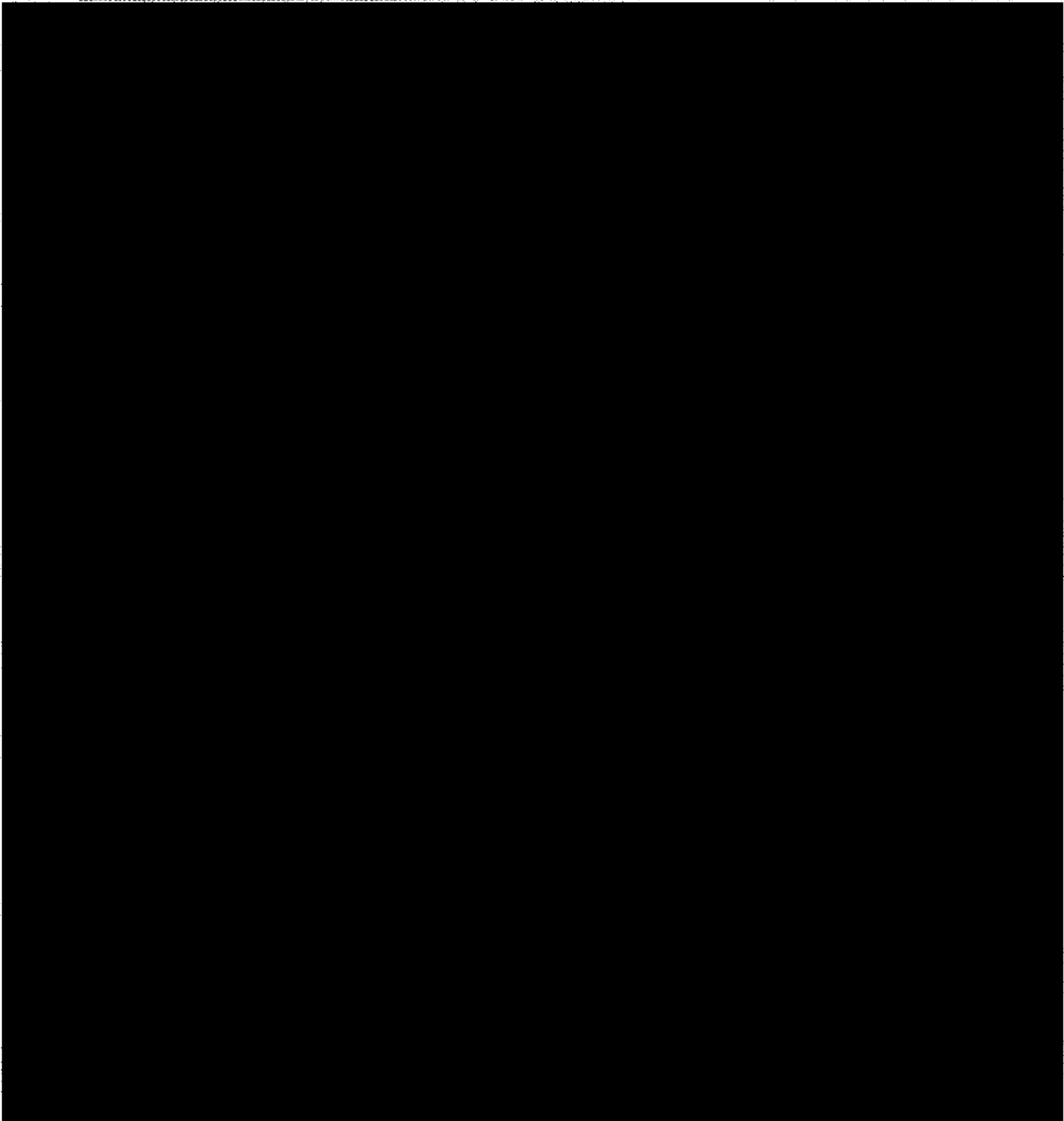


TED LACMUS, PE

Theodore Georgas, PE, SE, CHIEF STRUCTURAL ENGINEER



PRIMERA ENGINEERS, LTD.



THEODORE GEORGAS, P.F., SE

EXHIBIT F
SCOPE OF SERVICES
I-11-4014 / Primera Engineers

A. Design Corridor Management (DCM)

3. Land Acquisition Support

- EOWA land acquisition program administrative support

Option Year Variances: None

7. Document Management

- EOWA document management support services including E-Builder, ProjectWise and SharePoint document management systems and associated project records and file management

9. DSE/DUR Project Management

- DSE/DUR project management engineering support including review of alternate design investigations, DSE/DUR coordination support, and construction bid phase support services

11. Contract Management, Quality Management and Administrative Support

- Subconsultant contract management and quality management

B. Master Plan and Concept Design

2. Corridor-Wide Element Concept Design Updates

- EOWA Corridor Manual update support
- Lessons Learned inventory, documentation and communication support

3. Permitting Support

- EOWA regulatory permitting coordination support

D. Task Order Requests

- Scope, Schedule and Level of Effort will be determined on an as-needed basis for future Design Upon Request services.

EXHIBIT G

CONTRACT I-11-4014

Primera Engineers, Ltd.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
IDOT IL Rte. 22	Phase II Roadway Reconstruction & Widening Quentin Rd to IL 83	\$ 3,146,948	\$ 500,000	12/2016
ISTHA I-11-4014	Elgin-O'Hare Program Management Sub to CH2M Hill	\$ 3,206,264	\$ 34,000	3/2016
IDOT IL Rte. 120	Phase II Roadway & Bridge Rehabilitation	\$ 670,278	\$ 50,000	6/2016
IDOT Various	D1 - Phase I Various Sub to EJM	\$ 300,000	\$ 0	3/2016
IDOT Various	D1 Bike / Ped Feasibility Study	\$ 579,316	\$ 30,000	6/2016
ISTHA I-12-4082	Elgin-O'Hare Construction Support Services Sub to CH2M Hill	\$ 20,000	\$ 0	4/2017
ISTHA I-14-4636	Elgin-O'Hare Construction Support Services Sub to CH2M Hill	\$ 10,000	\$ 8,000	6/2017
ISTHA RR-13-4151	Systemwide DUR Sub to EJM	\$ 2,210,000	\$ 790,000	2/2017
ISTHA I-14-4190	I-90 Roadway, Retaining Wall and Bridge Reconstruction and Widening, West of Higgins Road (MP 60.8) to Roselle Road (MP 65.5) Construction Inspection – BCP JV	\$ 2,441,500	\$ 1,500,000	7/2017
ISTHA I-14-4637	EOWA Wood Dale Rd Bridge Construction Inspection – sub to Civiltech	\$ 212,600	\$ 80,000	11/2016

t:\transportation\invoicing\2012083\proposals\supplement\primera_exhibit g_4014_01212016.pdf.doc

Date Revised 04/09/12

EXHIBIT H - SERVICES BY OTHERS

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

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____

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

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 0.00%

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

EXHIBIT H - SERVICES BY OTHERS (continued)

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

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

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** Additional services funds require prior authorization before use

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

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

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